APRIL, 1967

THE Signalman's JOURNAL

Chicago To Host Brotherhood's 37th Regular Convention

Benefits for Student Children Aged 18-21 Under RRA . . . page 78

A Salute to General Committee and Local Lodge Officers . . . . . page 65

Changes in Stabilization of Employment Agreement Sought . . . page 69

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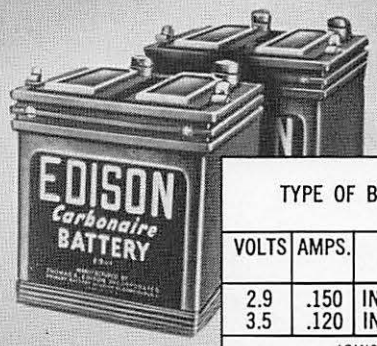

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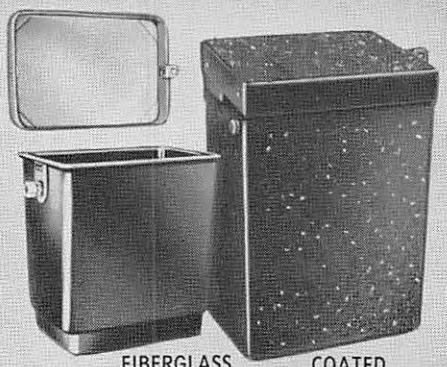

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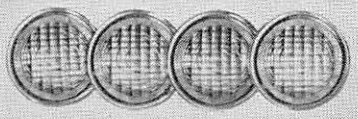

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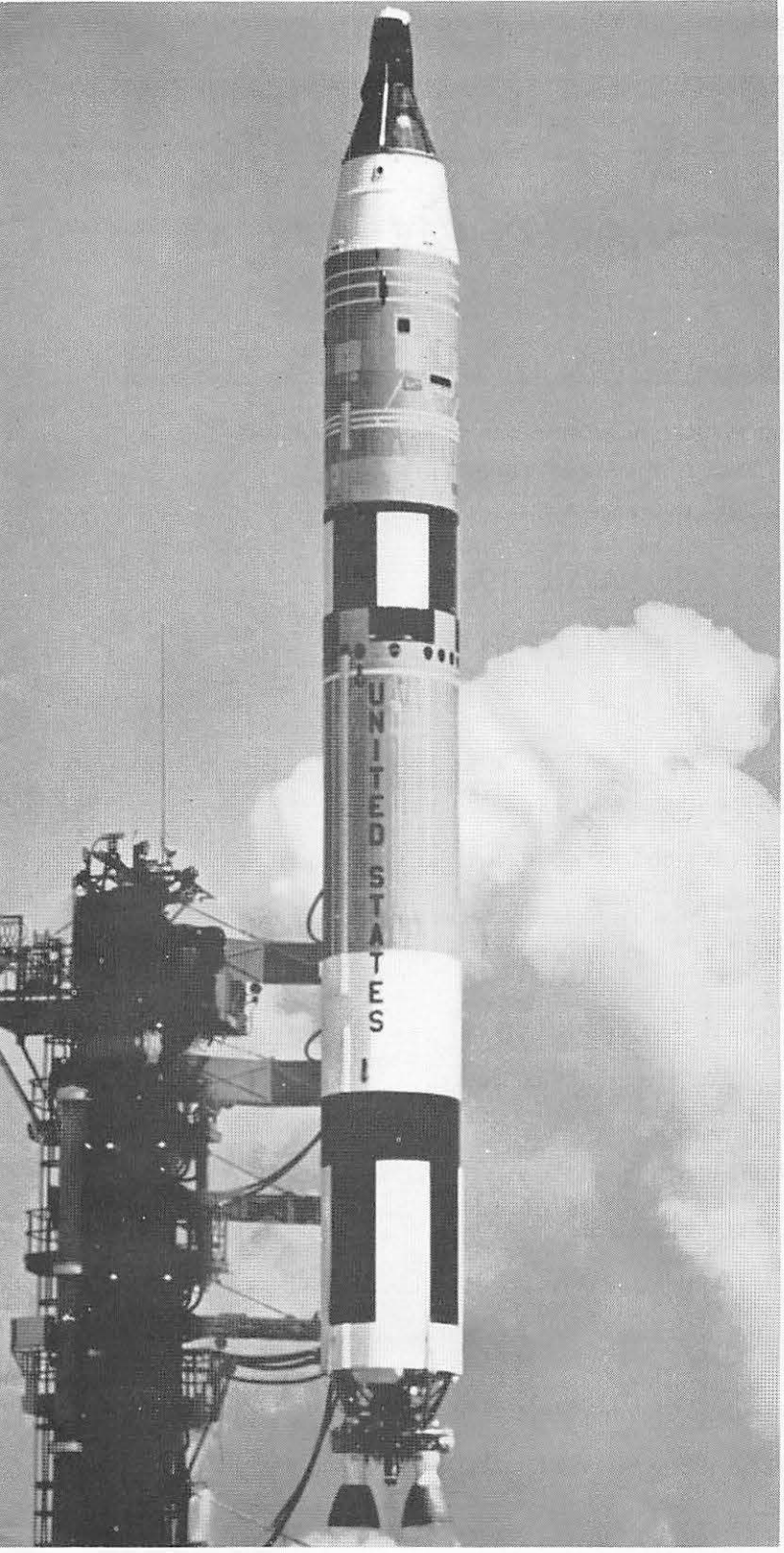

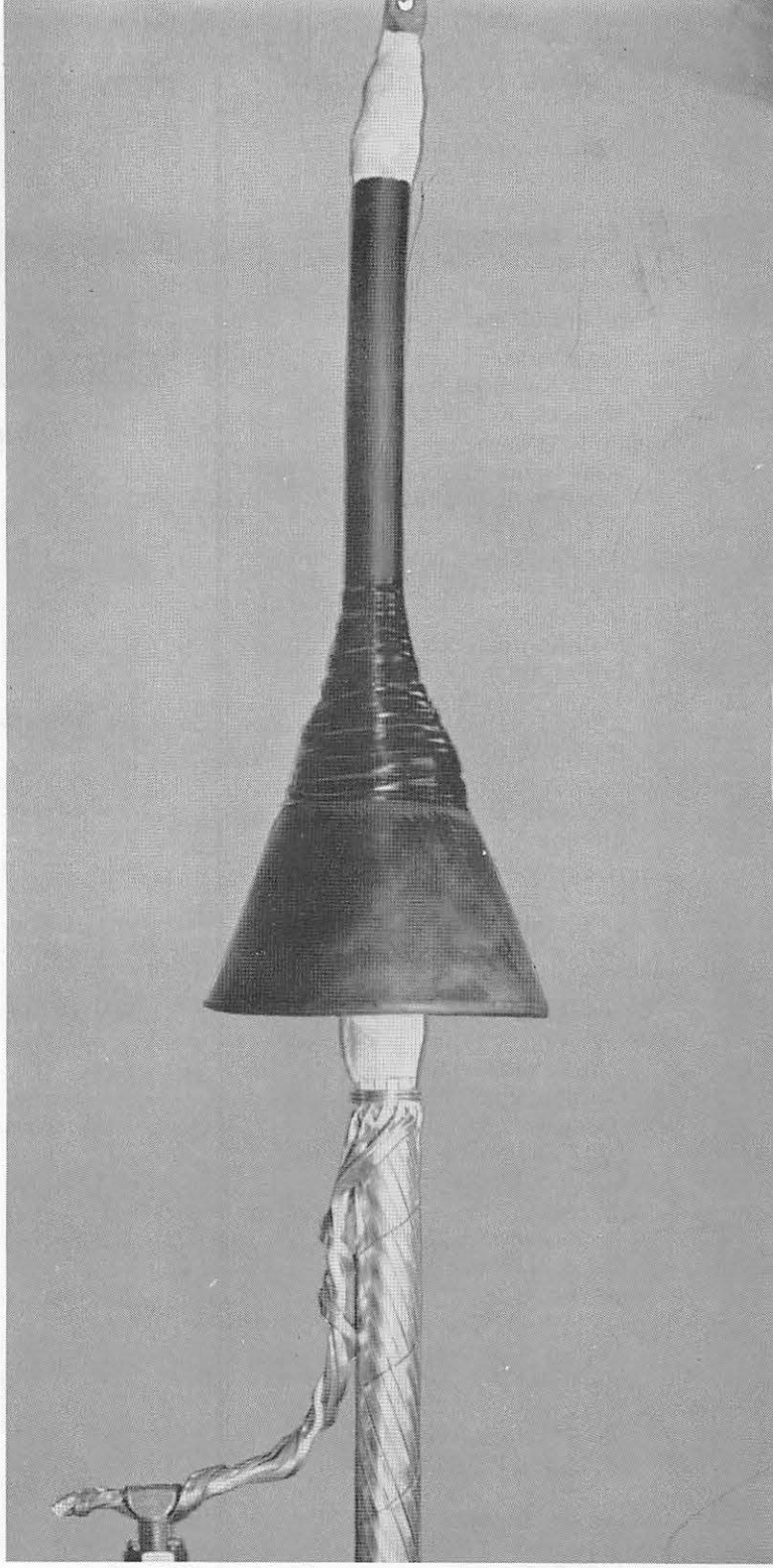

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IN THIS ISSUE

How To Buy 62
By Sidney Margolius

Chicago To Host Brotherhood's 37th Regular Convention 65

A Grand Lodge Tribute To General Committee and Local Lodge Officers 65

Live A Little Longer 68
By Dr. William A. Sawyer

Extensive Changes in Stabilization of Employment Agreement Asked 69

A Look At Railroad Retirement 74

ICC Asks For More Flexibility 75

Railroad News In Brief 76

Your Washington Reporter 77
By Michael Marsh

Benefits For Student Children 18-21 Under RRA 78

Your Rights Under The Federal Employers Liability Act 79

Local Lodge News 81

Obituary 83

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POSTMASTER'S NOTE: Please report all undeliverable magazines to The Signalman's Journal, 2247 Lawrence Ave., Chicago, Ill. 60625 on Form 3579.

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Determine Your Rights Under FELA

Members who are injured on the job and the dependents of those members who have been killed or have died as the result of such injuries should by all means ascertain their rights and benefits under the Federal Employers' Liability Act before attempting any settlement with the railroad.

Below is a list of attorneys who, on the basis of information made available to us, are competent to give full information and assistance to those in need of it.

This list is compiled and maintained on the strength of information furnished us by both attorneys and members. The accuracy of the list that we will publish from time to time depends entirely on the information furnished us. Therefore, everyone concerned is urged to keep us informed regarding cases handled, nature of the case, terms of the settlement, commendations, criticisms, etc.

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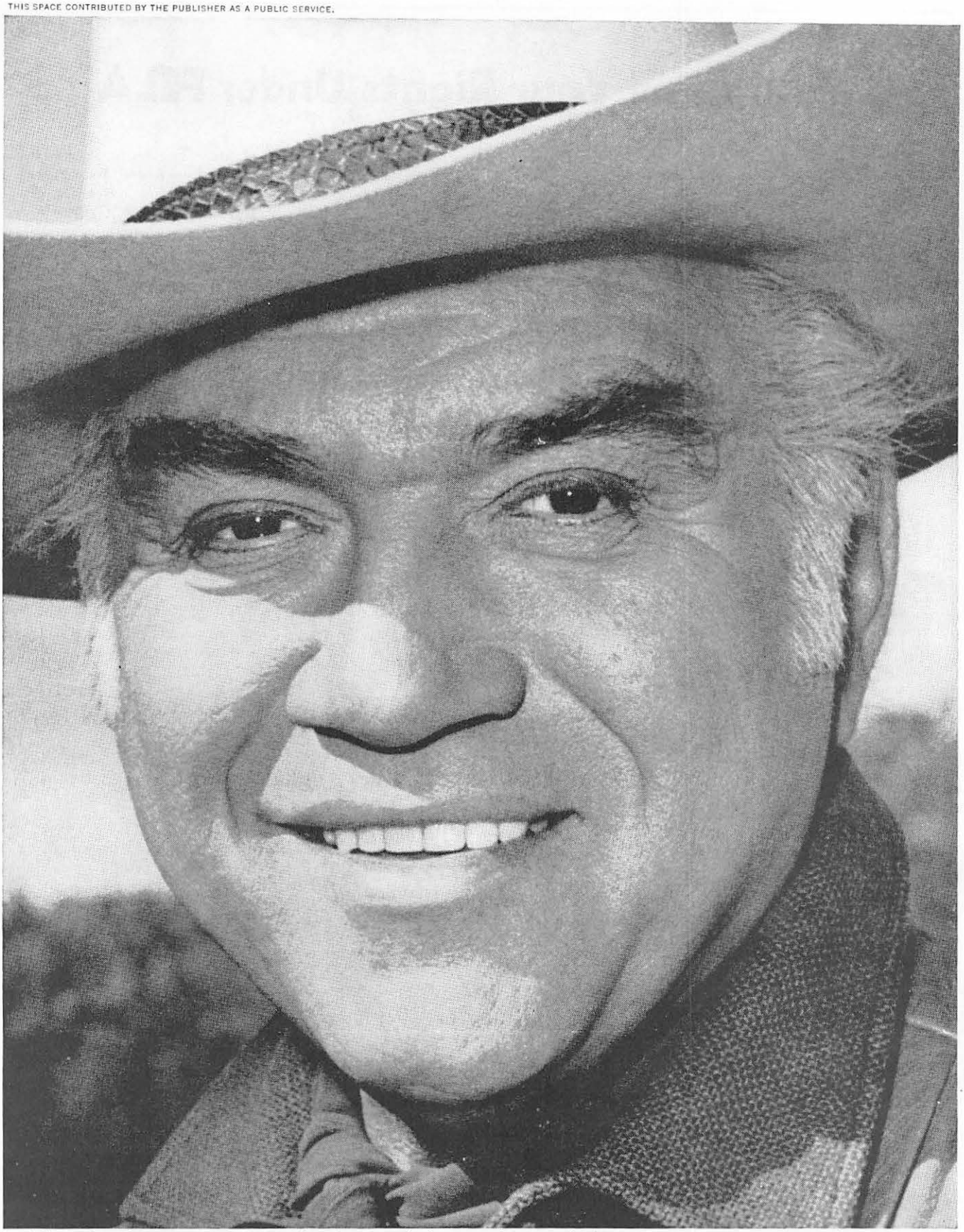


The outdoor life. Any indoor man will tell you how great it is. But only an outdoor man can tell you what it does to human skin.

Constant sun dries skin out. Leathers it. Burns it over and over again. And that can be dangerous.

If you are out in the sun a lot (or even if you're not), check into any sore that does not heal. Promptly. It could be a warning signal of cancer. And cancer is easier to cure when it's detected early.

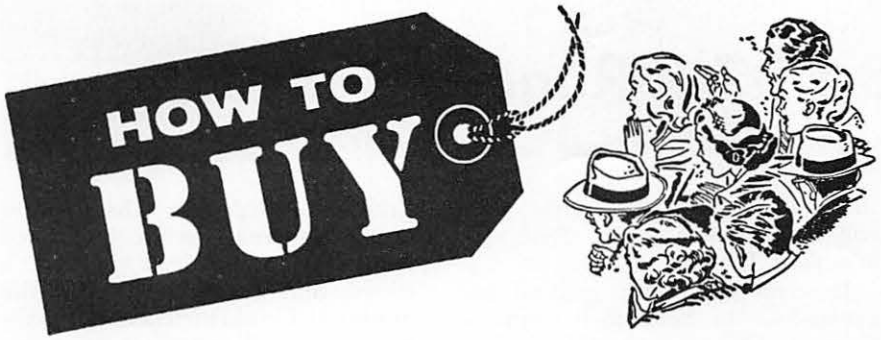
Lorne Greene knows the seven warning signals of cancer. So should you:

1. Unusual bleeding or discharge. 2. A lump or thickening in the breast or elsewhere. 3. A sore that does not heal. 4. Change in bowel or bladder habits. 5. Hoarseness or cough. 6. Indigestion or difficulty in swallowing. 7. Change in a wart or mole.

If a signal lasts longer than two weeks, see your doctor without delay.

It makes sense to know the seven warning signals of cancer.

It makes sense to give to the American Cancer Society.



By SIDNEY MARGOLIUS, for The Signalman's Journal

ONE OF THE WAYS MODERate-income families invite their own exploitation is by asking how much a month they have to pay, rather than the full price. John L. O'Brien, President of the St. Louis Better Business Bureau, advises that many instances of overcharging by credit sellers would be prevented if buyers would just multiply the quoted price per month by the number of months to see what the full price is, before they sign a contract.

Now the Federal Trade Commission finally is moving to try to curb this practice which often leads to outright deception, and even when used by more scrupulous stores may lead to overspending.

If the new rules proposed by the FTC staff are approved by the commission itself, stores that advertise, for example, "$9.95 a month," will have to state either the total dollar cost, or, less desirably from the consumer's view, the number of months you have to pay that amount.

Many stores and some manufacturers, even otherwise scrupulous ones, have trained consumers to think in terms of the monthly amount by quoting and advertising that amount rather than the full price. Some even quote "so much a week" to make the cost seem even lower.

Gyp Practice Spreads

This practice used for some time in the appliance trade, now is invading such businesses as furniture and carpeting. Some carpet stores emphasize the cost per month rather than the price per yard. The salesmen emphasize the cost per month rather than the price per yard. The salesmen refer to a monthly payment rate chart when they quote prices to customers.

This enables them to trade up the customer to more expensive carpeting by showing that it costs only a little more per month. "So much per month" also makes comparison shopping impossible for you. A dealer can make carpeting and other goods seem to cost less than at another store by stretching payments over a longer period.

Freezer Plans Big Offender

One of the most damaging uses of the "so-much-a-month" trick has been in the sale of food-freezer plans. The salesmen often quote, for example, $59 a month for the food and the freezer, without stating the full cost. An Akron couple who signed a contract did not become aware, until the merchandise was delivered, that they had obligated themselves to pay a total of $1131 for a freezer and a three-month supply of frozen foods, the Better Business Bureau there reports. The order form they signed never showed the total obligation. (Any family that really needs a freezer, which does not include most city families, can buy a 16-cubic-foot upright with capacity of 560 pounds, for under $300. So you can see how much extra this couple paid.)

Small-loan companies also often state the monthly amount for repaying a loan without also declaring the full amount to be repaid. They leave it up to the borrower to do any necessary arithmetic to determine the total cost.

The most deceptive dealers are car sellers who advertise "No money down," or "$5 down." In actual fact, such dealers require their trusting victims to make a side loan with a small-loan company for the down payment. Small-loan rates usually are even higher than car rates.

A California man wrote to *Everybody's Money,* the credit union association's lively consumer magazine, that he had responded to a sign offering "Any Car On The Lot—Only Five Dollars Down OAC."

Apparently my OAC (on approval of credit) was faultless as the salesman needed only to see my fiver," he wrote. He chose a car priced at $449. They arranged a contract for $35.81, which the man felt he could afford. But this cooperative victim did not bother to multiply the $35.81 by 24 months. So he paid a total of $864.44 for an eight-year-old car that proved to be in very poor condition.

Keep in mind that the FTC rules are not yet in effect. Moreover, while they can help a great deal, it is difficult to stop the verbal use of the "so much a month" device by salesmen—both door-to-door and in stores.

FTC Lacks Full Power

Moreover, the FTC has no authority to police deceptions if sellers cannot be shown to be engaged in interstate commerce. Nor, in any case has it the staff or funds to tackle such localized cases. It tends to concentrate its limited forces on curbing law violators who do at least some of their selling across state lines.

In the last analysis, you're going to have to guard against this trick yourself. You can accept it as a fact that there is always a reason why the salesmen quotes a monthly cost rather than the full price. He has in mind either deception, trading you up or making comparison difficult.

The new rules also would require sellers to tell buyers in writing the amount of finance charges and insurance he must pay, and also that the contract may be turned over to a finance company. The proposed rules, however, still will not make dealers and lenders tell you the true annual interest rate they charge. U.S. Senator William Proxmire (D., Wis.) this year is going to try to get Congress to pass the truth-in-lending bill former Senator Paul Douglas originally introduced. It would require this vital and helpful information.

Chicago To Host 37th Regular Convention

ON AUGUST 14, DELEGATES from throughout the United States and Canada will converge on Chicago for this is the opening date of our Organization's 37th Regular Convention. Due to Chicago's central location and accessibility by all forms of transportation, it is expected that a record attendance will be on hand when President Jesse Clark wields the gavel signifying the Convention is ready for business.

Conventions of our Brotherhood are its most important gatherings because this is where the policy of the Organization is hammered out to guide our future progress. As at all Brotherhood Conventions, many Delegates will bring along their families to take in the landscape of the "Windy City." For those who frequent Chicago, change in its skyline will not be as pronounced as it will be for those who have not visited it in some time.

Metropolitan Chicago is home to 8½ million Americans whose energy and foresight make it the city of change. If you haven't been to Chicago for several years, you probably will take a second look to see if you are in the right city. Its skyline changes from year to year as does the many places of interest that will be accessible to the Delegates and their families.

It seems fitting for railroad organizations to hold their conventions in Chicago, for this is the busiest rail center in the world. About 34,000 freight cars are handled on an average day in Chicago switching yards, more than St. Louis and New York combined. Our Brotherhood has held five Conventions here, the last being in 1954.

We will attempt in this article to give a brief history of Chicago and some of the places of interest Delegates and their families may visit during their stay in Chicago.

Of prime importance to our members, Chicago is the location of their International Headquarters located on the north side approximately nine miles from the downtown area. Here is where a great deal of the Brotherhood's business is transacted. The operation at Headquarters touches every facet of our Brotherhood's being. In addition to correspondence and other routine matters handled by most offices, submissions are prepared for presentation to the Third Division of the National Railroad Adjustment Board. Also, the finances of the Organization are transacted here. *The Signalman's Journal* is edited and made ready for the printer at Headquarters and a mailing list of all members is maintained.

We feel that the operation at our Headquarters building is efficient and you may wish to see the home of your Brotherhood during your Chicago visit.

In addition to being the world's busiest rail center, the Chicago metropolitan area is the world's greatest steel producer, the world's largest manufacturer of machinery, America's largest canning center, the nation's center for fabricated metals, the biggest supplier of frozen food, the nation's chief warehouser and largest livestock shipper.

Chicago is served by 20 trunk line railroads which operate close to one-half of the nation's total railway mileage. It boasts the world's busiest commercial airport. Nineteen major airlines service the city, 15 of them offering contact to major overseas countries.

Nearly 500 over-the-road motor freight companies are located in the Chicago area, providing daily service to 34,000 cities in all states. The city has 247 trucking terminals and 2,000 local cartage companies.

In addition to the above transportation facilities, Chicago is a major seaport linked with the Atlantic Ocean by the St. Lawrence Seaway and the Gulf of Mexico by inland barges of the Mississippi Valley watershed. Thus, it can readily be seen that Chicago is truly the transportation center of the nation.

The Pick Congress Hotel shown above will be Convention Headquarters.

Convention Headquarters

Convention headquarters will be the Pick Congress Hotel located on famed Michigan Avenue, within easy walking distance of the "Loop." Nearby are some of the city's smartest specialty shops and department stores. Ladies visiting the city usually manage at least one trip to the finer department stores to shop and look at the latest fashions.

Some of the city's finest theaters, restaurants, movies and night clubs are located in the "loop" area and are readily accessible to the Convention Hotel.

The city boasts the largest amusement park in the country, Riverview Park, larger even than famed Coney Island. Sport enthusiasts will find a wide selection, including horse racing and major league baseball.

Chicago's lakefront provides excellent sandy beaches for the sun worshippers and boating and fishing is a popular pastime.

The youngsters will enjoy a visit to either of Chicago's two major zoos—Lincoln Park on the near northside, or Brookfield Zoo, 14 miles southwest of the "loop." Brookfield is open every day of the year regardless of weather and it and Lincoln Park have special "children's zoos." Lincoln Park is more convenient but Brookfield is larger and is distinguished for its layout. The animals are exhibited in habitats similar to their native surroundings. Moats, hills and gullies instead of bars hold back the animals. The newest exhibit is called "Seven Seas Panorama" and features a group of trained porpoises that perform daily. Children to 14 are admitted free, adults free on Thursday, Saturday, Sunday and Holidays; other days 25¢.

Cultural Center

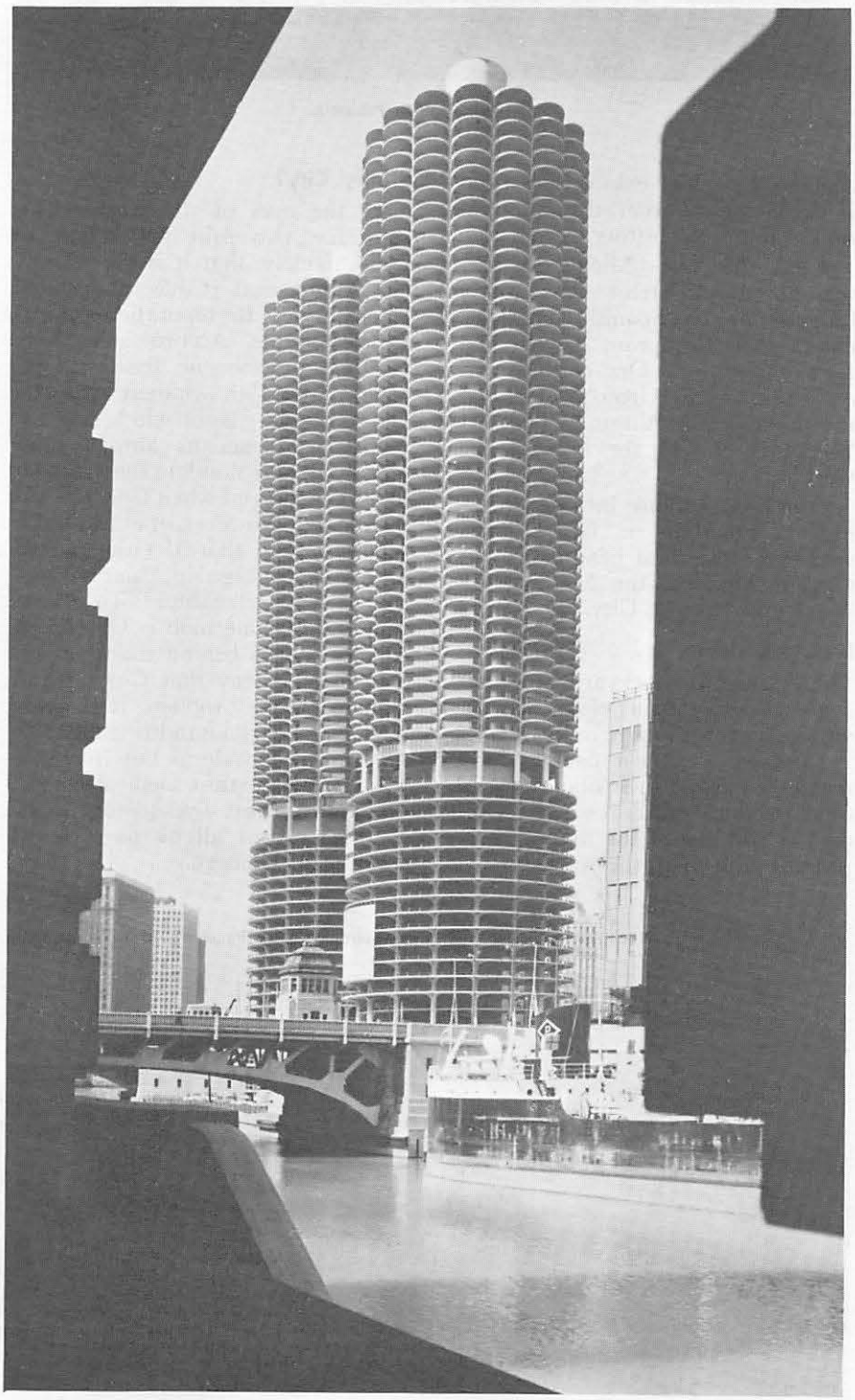
On the educational and cultural side, Chicago has much to offer. Here are a few points of interest which make the city one of the cultural centers of the world:

• Adler Planetarium—Located at 900 E. Achsah Bond Drive. It is the first astronomical museum actively reproducing working of celestial orbit. It boasts one of the finest collections of antique astronomical and mathematical instruments in the world. Included are a fire-gilded brass compendium valued at $20,000, a ring sun dial made in 1875, an ornate reflecting telescope believed to have been built for Louis XV, and an astrolabe of Greek origin used for navigation in the 15th and 16th centuries. Admission is free.

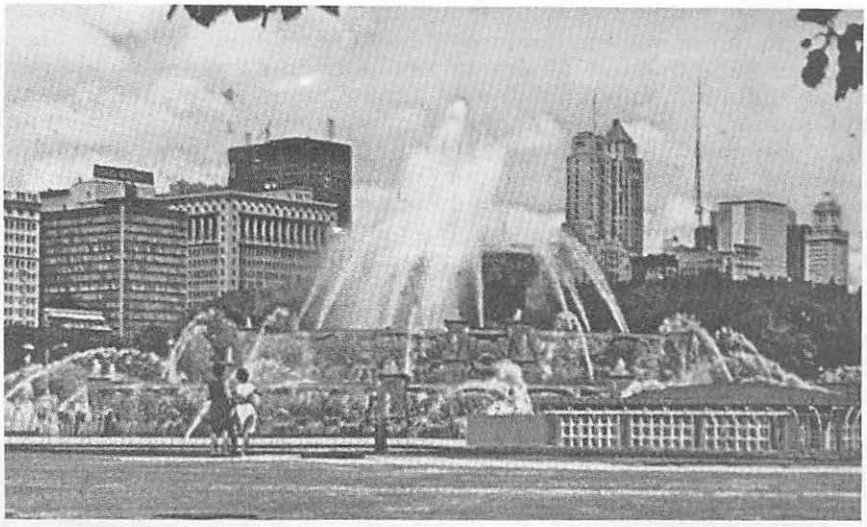
• Museum of Science and Industry—Located on the lake front at 47th Street. Here are to be seen acres of exhibits showing the relation of science to industry. This fabulous museum is a mecca for visitors of all ages. The captured German Submarine U-505 is adjoining the museum and may be visited. Every facet of industry is shown at the museum from a real coal mine to the latest in electronic marvels. The exhibits constantly change so that visits to the museum are never repetitious. Railroad history is shown and a centralized traffic control machine guides trains operating on model railroad tracks. Housed in the Museum is Chicago's educational television station and visitors may see it in operation. We suggest that anyone wishing to visit the Museum, decide what exhibits they are most interested in and enjoy them thoroughly instead of trying to see the entire museum in one day. It just cannot be done.

• Chicago Natural History Museum—Located at Roosevelt Road and Lake Shore Drive. The museum, one of the four most prominent in its field, has extensive exhibits of anthropology, botany, geology and zoology. Of special interest is the "Hall of Man," the collection of primitive art, a 5,000 year old chariot, prehistoric dinosaurs and the stuffed figure of Lincoln Park's most famous gorilla, Bushman.

• Chicago Historical Society—Located at Clark Street and North



Shown above are Chicago's world famous Marina Towers.



Famed Buckingham Fountain.

Avenue. Excellent exhibits arranged in chronological order, depicting national and local history.

• Art Institute—Michigan Avenue at Adams Street. Particularly famous for its Spanish paintings, early north European, French and Dutch collections. One of the finest on display is El Greco's "The Assumption of the Virgin." The Art School is one of the best in the world.

Other attractions include Buckingham Fountain, in Grant Park, said to be the most beautiful fountain in America, the Merchandise Mart and Marina City.

Livestock Center

The famous stockyards in Chicago, usually a point of interest for visitors, cover a square mile area.

Although the meat packers have moved a part of their operations to other sections of the country, Chicago is still one of the major meat-packing centers in the world.

Windy City?

In the eyes of the world, Chicago has two principal claims to fame, namely, that it is the "windy city," and that it has undisputed leadership in its reputation for organized crime. According to U.S. weather department figures, Chicago is the 19th windiest city and New York City is the windiest of all.

Many Chicagoans abroad have seen small kids simulate the rat-a-tat of a machine gun when Chicago was mentioned. However, the last F.B.I. report showed that 51 cities ranked ahead of Chicago in "murder and negligent manslaughter." To believe that the Capone mob is Chicago is to be 35 years behind the times.

We don't deny that Chicago has a major crime problem. It recently had its one thousandth gang-style murder. It has slums but it is also the world's greatest medical center. One out of every five doctors in the U. S. received all or part of his training in Chicago.

Strong Union Center

Chicago is one of the strongest, if not the strongest, union towns in the country. Many unions, in addition to our Organization, maintain their headquarters here.

Workers in Chicago enjoy one of the highest average wages in the world primarily because the major portion of them is organized.

The Argonne National Laboratory, in one of Chicago's near-by suburbs, is the nation's leading center of research in the industrial uses of atomic energy. The first successful experiment in controlling the release of atomic energy was conducted by scientists at the University of Chicago in 1942.

Delegates and their families will find that Chicago is a big but friendly city. It has something to satisfy the taste of everyone. You will find excellent restaurants within easy walking distance of the Convention hotel.

An inexpensive bus or subway ride will take you to other locations so you can see some of the points of interest we have described herein.

The attendance at our forthcoming Convention is expected to be one of the largest in our Brotherhood's history. Grand Lodge Officers from the Chicago area and those familiar with the city, will be glad to give you details about what to see in Chicago during your visit. A tip from them on how to get to a certain location can save you time and money.

We trust that this article will be helpful to the Delegates and their families planning for moments of relaxation while in the city. To the Delegates who will be formulating the future of the Brotherhood go our best wishes for a harmonious and successful Convention.

Towering high-rise apartment buildings line the shore of Lake Michigan on Chicago's North Side.

A Grand Lodge Tribute To

General Committee And Local Lodge Officers

By C. J. Chamberlain, Sec.-Treas.

DURING THE PERIOD OF July 1, 1966 through October 15, 1966, our Local Subordinate Lodges held their regular triennial election of officers and committeemen. Immediately following their election, the Local Chairmen and Grievance Committee members assumed office. Following these elections and prior to December 15, 1966, the Chairmen of the newly elected Local Grievance Committees met and elected their respective General Committee officers.

On January 1, 1967, the newly elected officers assumed office. Some of our Subordinate Lodges and General Committees elected new officers and committeemen and others returned experienced incumbents to their positions.

It is the purpose of this article to pay tribute to those members who hold office and comprise the backbone of the Brotherhood of Railroad Signalmen.

The General Committee and Subordinate Lodge officers give the stamina and strength needed within our organization so that their Brotherhood and the organized labor movement as a whole are enhanced.

It is a known fact that a chain is only as strong as its weakest link and it is absolutely essential that our General Committees and Subordinate Lodges are strong and efficiently run for us to have an effective organization. Unquestionably leadership is needed to forge the chain of our Brotherhood. The rank and file members who comprise our organization must have leadership and we must have members who will take the initiative, assume responsibility, and put forth the extra effort it takes to lead.

Our Brotherhood is fortunate indeed in that we have many members who have "what it takes" to head their General Committees and Local Subordinate Lodges and make them outstanding among labor unions.

Our Constitution initially adopted by our first annual Convention in Philadelphia, Pennsylvania on August 16-17, 1908, and subsequently revised by our Convention delegates or membership referendums throughout the years, is quite specific about the duties of our General Committee and Local Subordinate Lodge officers.

General Chairman

The General Chairman is the symbol of the Brotherhood before management on his carrier. His effectiveness in representing the interests of his membership depends greatly on the manner in which he conducts himself. To the General Chairman falls the responsibility of handling unsettled disputes and grievances with the top designated management official. The claims and grievances are given their final handling on the property by the General Chairman, and it is his responsibility to see that every effort is made to satisfactorily adjust the grievance. To accomplish this the General Chairman must use tact and conduct himself in such a manner that he always maintains the respect and confidence of his members and management.

The General Chairman is a representative of the Brotherhood, and to the member he is the Brotherhood. The requisites of a good General Chairman are tact, honesty, sincerity, and dignity. He should not say anything that will give offense, he must be broadminded and fair, he must keep his word, he must be cooperative with the members and other officers, he must use logic and reason and think before speaking. He must not misrepresent the facts, he must act natural, be reserved, calm and dignified.

The General Chairman must know his agreement and police the agreement. He must handle the grievances fairly and intelligently. He must know his members personally, be fully aware of their needs and always on the alert to do everything possible to protect and further their interests.

The General Chairman's task is not an easy one and fulfilling the qualifications outlined above is quite an order. We are very fortunate in having men who "fill the bill" who are willing to devote their time and energy to further the labor movement.

General Secretary-Treasurer

The General Secretary-Treasurer of the General Committee is the watchdog and custodian of General Committee funds. He receives the per capita tax from the various Locals comprising the General Committee and is responsible for the proper accounting of all General Committee funds. The General Secretary-Treasurer's position requires an individual who must be accurate, precise and have a general business aptitude to handle the funds coming into his hands. The position entails making numerous reports to the Internal Revenue Service and Department of Labor, Bureau of Labor-Management Welfare and Pension Reports, as well as fulfilling the Constitution requirements of Grand Lodge. The General Secretary-Treasurer is the chief disbursing officer of the General Committee and the general welfare of the Committee is dependent to a large measure on his efficient handling of the General Secretary's position.

Chief Signalman

The Chief Signalman is the ranking executive officer of his Subordinate Lodge and it is his responsibility to see that the provisions of the Constitution and by-laws formulated to fit the needs of his Local are strictly enforced. A Chief Signalman carefully safeguards the rights and privileges of his members, he also sees that the members live up to the obligation they took when they joined the Brotherhood of Railroad Signalmen.

The duties of the Chief Signalman as outlined in Article II, Sections 24, 25, 26 and 27 of the Constitution, are quoted below:

"Sec. 24. The Chief Signalman shall be the ranking executive officer of his Subordinate Lodge, preside at all meetings, preserve order, decide all questions of law and order, subject to appeal as elsewhere provided, strictly enforce the laws of the Brotherhood, and exercise general supervision over the affairs of his Subordinate Lodge. He shall require all Officers to respond promptly to all inquires received from his Subordinate Lodge and to make their reports to the Subordinate Lodge and Grand Lodge in conformity with the laws and regulations of the Brotherhood.

Sec. 25. He shall appoint the majority of all committees, the Local Grievance Committee excepted. He

shall sign all withdrawal and transfer cards, all orders on the Treasurer, and all other documents requiring his proper authentication under this Constitution.

Sec. 26. He shall, by virtue of his office, be Chairman of the Board of Relief and of the Committee on Delinquents.

Sec. 27. He may vote when balloting upon a candidate for admission and in the election of Officers, but upon no other question unless his vote is necessary to decide."

The work of conducting meetings is no easy task and the manner in which the Chief Signalman conducts a meeting contributes in great part to the effectiveness of the Local as a whole.

Vice Chief Signalman

The Vice Chief Signalman assists the Chief Signalman in the discharge of his duties plus all the other duties listed in Article II, Sections 28 and 29 of the Constitution, which are quoted below:

"Sec. 28. The First Vice Chief shall assist the Chief in the discharge of his duties and conduct all meetings in his absence. He shall appoint the minority of all committees and act as a member of the Delinquent Committee.

Sec. 29. His appointive power, as set forth in Section 28 of this Article, does not apply to the Local Grievance Committee."

The Vice Chief plays a very important roll as backup man in the smooth and efficient functioning of the Subordinate Lodge.

Recording Secretary

The Recording Secretary is the Local Subordinate Lodge officer responsible for keeping accurate minutes, handling correspondence, and the safekeeping of the Local Lodge records. Few people realize the value of the job he performs, however, the duties and responsibilities of the Recording Secretary outlined in Article II, Sections 31 through 37 of the Constitution, which are quoted below, clearly emphasize the importance of the Recording Secretary.

"Sec. 31. The Recording Secretary shall keep a true and accurate record of all proceedings of his Subordinate Lodge. He shall conduct all correspondence, receive all communications, and be responsible for the safekeeping of the seal and all records.

Sec. 32. He shall notify applicants for membership of their acceptance or rejection and when the latter, shall return with such notice all monies the rejected candidate may have paid.

Sec. 33. He shall promptly notify the Secretary-Treasurer of Grand Lodge of any and all changes in the elective officers of the Subordinate Lodge and the place and time of meeting.

Sec. 34. He shall prepare, sign and seal all papers and cards requiring his official signature as provided for in this Constitution.

Sec. 35. He shall also keep at all times a true and accurate mailing list of the members of his Subordinate Lodge and inform Grand Lodge of any changes in such list.

Sec. 36. He shall, by virtue of his office, act as Secretary to the Board of Relief.

Sec. 37. He shall prepare and forward to each member in good standing notices of special meetings as set forth in Section 73 of this Article."

Financial Secretary

The Financial Secretary of a Local Subordinate Lodge is the officer responsible for the collection of membership dues, the handling and safekeeping of all funds coming into his hands, and the maintenance and preservation of the Local membership records. It is absolutely imperative that his records are properly kept and all funds accounted for. Again, few of our members realize the importance of the job performed by the Financial Secretary and the responsibility which falls to his position. In this day and age with the advent of so much red tape brought about by laws such as the Landrum-Griffin Act of 1959, records take on an added importance and a Local Lodge depends heavily on the efficient performance of duties by its Local Financial Secretary. In the performance of his duties a Financial Secretary is often required to burn the midnight oil. After a long hard day's work on the railroad he must spend many hours to keep up with his bookkeeping in order to meet deadlines for preparing reports required by Grand Lodge, Internal Revenue Service and the Department of Labor. The duties of the Financial Secretary as outlined in Article II, Sections 38 through 44 of the Constitution, are quoted below:

"Sec. 38. The Financial Secretary shall receive all dues, fines, fees, assessments and all other monies due for any purpose whatsoever. He shall pay same to the Treasurer at the close of each meeting, and at more frequent intervals when necessary, and shall be held accountable for all funds coming into his hands until same are given to the Treasurer and his receipt taken therefor.

Sec. 39. The Financial Secretary shall keep a true and accurate record of the standing of all persons paying dues into his Subordinate Lodge and shall read in open meeting the names and amounts of monies due from all delinquent members.

Sec. 40. The Financial Secretary shall receive from the Secretary-Treasurer of Grand Lodge the membership cards for all members of his Subordinate Lodge and shall countersign and deliver them to members, but only upon payment of their dues, except that members of Canadian roads under dues check-off agreements shall receive their quarterly membership cards at the beginning of the current quarter.

Sec. 41. At the end of each quarter the Financial Secretary, in conjunction with the Treasurer, shall prepare and submit to the Board of Trustees a signed report of the financial standing of the Subordinate Lodge, said report to be audited by the Board of Trustees and submitted to the Subordinate Lodge for approval. A signed copy of said report is to be forwarded to the Secretary-Treasurer of Grand Lodge after approved. Failure to comply with this provision shall render said Officers liable to suspension by the President at the request of the Secretary-Treasurer of Grand Lodge.

Sec. 42. During the second month of each quarter (except for yearly cards) the Financial Secretary of Subordinate Lodges operating with or without Union Shop agreements, shall prepare a report on per capita tax forms provided by Grand Lodge of all persons who have paid dues, the per capita tax due both Grand Lodge and the General Committee being shown separately after each person's name, and such per capita tax shall be remitted with the original of such report to the Secretary-Treasurer of Grand Lodge with a copy of the report to the Secretary-Treasurer of the General Committee, on or before the last day of the second month of each quarter. Dues paid in advance for an annual card shall be reported with remittance of the full annual per capita tax to the Secretary-Treasurer of Grand Lodge and the Secretary-Treasurer of the General Committee at the end of the month in which dues payment is received, as provided in Section 153 of Article I.

Within fifteen days after receipt

of each previous calendar quarter's dues checked off (except for yearly cards) the Financial Secretary of Subordinate Lodges operating under a dues check-off agreement shall prepare a report on per capita tax forms provided by Grand Lodge of all persons who have paid dues, the per capita tax due both Grand Lodge and the General Committee being shown separately after each person's name. Such per capita tax shall be remitted with the original of such report to the Secretary-Treasurer of the Grand Lodge with a copy of the report to the Secretary-Treasurer of the General Committee along with such per capita tax as may be due that committee from the Subordinate Lodge, within fifteen days after receipt of each previous full calendar quarter's Grand Lodge per capita tax and Subordinate Lodge portion of dues from the person who received checked off dues. Dues paid in advance for an annual card shall be reported with remittance of the full annual per capita tax to the Secretary-Treasurer of Grand Lodge and the Secretary-Treasurer of the General Committee at the end of the month in which dues payment is received, as provided in Section 153 of Article I.

Sec. 43. Each month in which there are additions to the membership the Financial Secretary shall prepare a report on a PC form provided by the Grand Lodge, showing the names and certificate numbers of all new applicants or former members added to his membership with the date they are received, in the appropriate column, indicating whether a new applicant, reinstatement, deposit of withdrawal card or transfer card. In addition to this monthly report all additions must also be shown on each regular PC-1 report with the date of admittance and how they were received. The original of such report is to be made to the Secretary-Treasurer of Grand Lodge, with a copy to the Secretary-Treasurer of the General Committee and a copy retained for the Subordinate Lodge files. All deductions from membership between each quarter PC-1 report must be shown on the quarterly PC-1 report under the deductions from membership column with the date and information as to how they are being dropped from active dues paying membership.

Sec. 44. The Financial Secretary shall serve as a member of the Delinquent Committee."

Board of Trustees

Our delegates to the Convention in the past years have written numerous safeguards into our Constitution, one of which is the Board of Trustees of a Local Subordinate Lodge. The Board of Trustees is the instrument of checks and balances and its chief function is to be responsible for the general welfare of a Subordinate Lodge.

The Board of Trustees provides wise counsel for the other officers and carefully weighs decisions on matters affecting the Subordinate Lodge to insure justice and fair treatment for every member of the Local. The duties of the Board of Trustees outlined in Article II, Sections 57 through 65 of the Constitution are quoted below:

"Sec. 57. The Board of Trustees shall consist of three or more members in good standing, one of whom shall be Chairman of the Board and preside at all its meetings and deliberations.

Sec. 58. The Board shall supervise and from time to time examine all financial records of the Subordinate Lodge and devise ways and means for preserving and increasing its funds. Any vote for increasing the funds must be by secret ballot.

Sec. 59. The Board shall approve the investment of any surplus funds of the Subordinate Lodge, and no investments shall be made without notice to the Board in writing by the Treasurer setting forth the nature, amount, and purpose of such investment, and then only after approval in writing to the Treasurer by a majority of the Board.

Sec. 60. The Board shall be responsible for the general welfare of the Subordinate Lodge. It shall recommend a suitable place for meeting and, when approved by the Subordinate Lodge, shall make and sign leases for the same.

Sec. 61. The Board shall approve the minimum surety bond, as provided in Section 49 of this Article, for the Treasurer, plus such additional amount in denominations of $500.00 as determined necessary, said bonds to be issued through the Secretary-Treasurer of Grand Lodge. A report of such bond being in force shall be made at a regular meeting of the Subordinate Lodge before the Treasurer-Elect assumes the duties of his office. The Board or any member thereof obstructing or violating this provision shall be subject to removal from office by the President.

Sec. 62. The Board shall meet every three months after the beginning of their term to examine the finances, books and quarterly financial reports of the Financial Secretary and Treasurer.

Sec. 63. The Board shall keep a complete and accurate record of all its proceedings and at the end of each quarter shall submit a full and complete report in writing to the Subordinate Lodge for approval. Failure on the part of the Board or any member thereof to comply with this section shall render them liable to suspension by the Subordinate Lodge.

Sec. 64. The Board shall have complete jurisdiction within the Subordinate Lodge over all disputed accounts which may arise between the Financial Secretary and the Treasurer, and between the Subordinate Lodge and the Officers above mentioned.

Sec. 65. All decisions and transactions of the Board shall be governed by a majority vote of the Board."

Lever, Chaplain, Inside Semaphore and Outside Semaphore

The offices of Lever, Chaplain, Inside Semaphore and Outside Semaphore each carry duties and responsibilities that are essential to the proper conduct of a Subordinate Lodge meeting. Their duties are confined primarily to the Local Subordinate Lodge meetings and assisting the Chief Signalman as necessary.

Local Chairman

The duties of the Local Chairmen and members of the Local Grievance Committee consist of handling all matters of grievance referred to them by the members of the Local Subordinate Lodge. If in the Committee's judgment the grievance warrants further action, it presents the matter to the carrier's designated official, usually the Signal Supervisor, and uses every honorable means to execute a satisfactory settlement. Whenever a satisfactory settlement cannot be reached, the grievance is referred to the General Chairman for further handling on the property.

To the Local Chairman of a Local Grievance Committee falls a multitude of duties which are the lifeblood of his Local Subordinate Lodge. Seeing that agreements are lived up to, protecting jurisdiction, protecting and preserving the integrity of the collective bargaining agreement in effect on his carrier, and protecting the interests of the members he represents, are but a

(continued on page 75)

Live a Little Longer

Help For Tin Ears

By Dr. William A. Sawyer
IAMAW Medical Consultant

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WHAT CAUSES BUZZING IN the ears? That question is asked often. Perhaps it's because ear noises are so common. It is estimated that over 90 percent of us at some time have these noises. They are more likely to come in the later years when tissues harden.

Often they accompany some illness or injury related to the hearing apparatus. A person with a perforated ear drum may have a buzzing noise until the drum heals. A hard mass of wax in the ear canal can be responsible. Taking large doses of drugs such as aspirin or quinine, abuse of alcohol, tobacco, may bring them on. Local infections, allergies, meningitis, brain tumors, head injuries, many different conditions may be responsible.

Specific causes of head noises cannot always be found but a search should always be made. These noises are variously described as hissing, humming, ringing, whistling, roaring or booming. A person having them sometimes works quite comfortably in noisy surroundings, which drown out the head noises. The condition is most annoying at night when all is quiet. Some people become accustomed to them.

Although these noises seem to be related to many causes, they are frequently associated with some degree of hearing loss. In a sense such noises are warnings that something is wrong somewhere. If relief can be obtained, hearing loss may be improved also.

Procedures

Surgical or medical procedures, or even hearing aids, according to Dr. Duncan Hatton, an ear specialist of Chester, Pa., are quite helpful in correcting a hearing loss due to middle ear damage, with a resulting improvement also in the buzzing. He tells of a middle aged woman with a hearing loss due to otosclerosis who had a low pitched roar in both ears.

Otosclerosis is a disease which immobolizes one of the little bones in the middle ear and prevents the passing of sound waves to the inner ear. When fitted with a hearing aid, the woman said, "It's like shutting the door on the roaring." The hearing aid amplifies outside sounds to such an extent that they may sometimes override and mask the roar.

Surgery benefited another case of otosclerosis by correcting his hearing. After the surgeon removed the rigid little middle ear bone and replaced it with an artificial one, the patient commented that the freedom from noise was as welcome as the improvement in hearing.

Treatment

Drugs that improve the circulation of blood often reduce the noise in elderly people. Dr. Hatton reminds us that in Menieres Disease, recognized usually by its extreme dizziness, there can also be loss of hearing and buzzing in the ears. Here great progress has been made with diet and drugs for control of the noise. He also mentions the treatment of Menieres Disease with ultrasound waves and the improvement in hearing and the reduced noise from the sound waves.

Barbiturates and tranquilizers are helpful temporarily until better treatment is decided upon. Emotional pressures seem to make ear noises more annoying.

Whenever one is troubled with ear or head noises it is wise to try to find the cause. Surprising results can sometimes be obtained.

CN Readied for Centennial Year Demands

CANADIAN NATIONAL HAS completed the massive job of setting most of its schedules and assigning equipment to meet the biggest-ever demand for mainline passenger services in the country's history.

CN said it has searched the continent for every available piece of good coach, sleeping and dining equipment to bolster its fleet.

Hundreds of cars have been bought, leased or rebuilt in the past three years. CN is the only railway in North America to expand its passenger fleet during that period.

Meanwhile, new trains are being built for mid-year delivery—five turbotrains for Montreal-Toronto service, and five speedy lightweight trains for southwestern Ontario.

The carrier warned that in spite of all that has been done, it may not be possible for everyone nor for groups to obtain train accommodations on the precise day they wish to travel.

"Everything possible is being done to accommodate groups, particularly students," the carrier said. "Reservations have already been confirmed for more than 80,000 young people from all parts of Canada to visit Montreal and other points. And we are working on arrangements for thousands more.

"However, what's happening is that many groups — particularly those in the West—often wish to travel on the same day, and even on the same train. In these cases we are trying to work out alternative plans.

"Much the same situation applies in the case of the general public. We have more space available than ever before for individual and family travel, and especially for those who can be flexible in choosing the day and week they wish to travel.

"This would have been our biggest passenger year even without Expo 67 or the Centennial celebrations," the carrier added. "We have been building up our services to meet the demand."

Equipment CN has bought or leased from U.S. and Canadian railroads, together with the new orders, represents additional capacity of almost 2,000 sleeping spaces and 7,500 coach seats. The new electronic reservations system for coach and parlor car will add to the efficiency of CN's passenger operations, the carrier concluded.

Extensive Changes in Stabilization of Employment Agreement Asked By Four Non-Ops

ON FEBRUARY 7, 1965, OUR Brotherhood and four other non-operating railway unions signed a stabilization of employment agreement with the nation's carriers. Considerable difficulty has been experienced in attempting to secure proper application of the agreement. Most of this difficulty stemmed from the carriers' flagrant disregard for its provisions.

In many instances, carriers have tried to interpret the agreement to suit their own purpose rather than live up to its terms which were reached in good faith insofar as the organizations were concerned.

In view of the difficulties being encountered, four organizations, including our Brotherhood, served Section 6 Notices on March 15 on the nation's railroads to revise the existing agreement so as to provide a new comprehensive system of employment security and earnings guarantees.

The Organizations participating in the joint move, in addition to our Brotherhood, are the Transportation-Communication Employes, Maintenance of Way Employes, and the Hotel & Restaurant Employes and Bartenders International Union.

It is not expected that handling on individual carriers will dispose of the Notices in which case they will be handled to a conclusion on a national basis. The Notices served on each carrier read as follows:

Employment Security

Article I. Applicability

This Agreement shall apply to all employees represented by any of the Organizations signatory hereto and to all work and positions in which such employees are employed.

Article II. Maintenance of Employment

Section 1. Positions in Non-Seasonal Employment

All employment other than seasonal employment as defined in Section 5 of this Article, shall be encompassed in full-time regular positions which shall be guaranteed to earn pay for not less than 40 hours of employment per week at the established rate of pay for the position for each week in the year; where monthly rates comprehend more than forty hours per week the position shall be guaranteed to earn not less than the full monthly rate each month of the year. When any such position becomes vacant it shall be filled temporarily or permanently in accordance with the rules of existing agreements. Where existing agreements do not require the filling of vacancies within 30 calendar days, no position shall in any event be allowed to remain vacant for a period of more than thirty calendar days.

Section 2. Minimum Number of Positions on July 1, 1967

As of July 1, 1967 each carrier shall have in each occupational classification and in each seniority district the number of full-time regular positions required to perform all work other than work in seasonal employment as defined in Section 5 of this Article and thereafter shall establish as many additional such positions as may be required to continue to apply the provisions of Section 1 of this Article. The number of full-time regular positions on each Carrier and in each occupational classification and in each seniority district shall not be less than the sum of the number of individuals receiving pay or entitled to receive pay or having an employment relationship in such occupational classification and in such seniority district on December 15, 1966.

Section 3. Restrictions on Discontinuance of Positions

(a) Between June 30, 1967 and January 1, 1968 no full-time regular position in any occupational classification in any seniority district shall be discontinued if such discontinuance would result in reducing the number of such positions in such occupational classification in such seniority district below 99 percent of the number of such positions existing in such occupational classification in such seniority district on July 1, 1967.

(b) During 1968 no full-time regular position in any occupational classification in any seniority district shall be discontinued if such discontinuance would result in reducing the number of such positions in such occupational classification in such seniority district below 97 percent of the maximum number of such positions existing in such occupational classification in such seniority district at any time between June 30, 1967 and January 1, 1968.

(c) After 1968 no full-time regular position in any occupational classification in any seniority district shall be discontinued if such discontinuance would result in reducing the number of such positions in such occupational classification in such seniority district by more than 2 percent of the base for that calendar year. The base for any calendar year shall be the number of positions in the occupational classification and in the seniority district at the beginning of the preceding calendar year minus the 2 percent allowable reductions for that year, to the extent actually made, plus the number of additional positions, if any, established in such preceding calendar year.

Section 4. Preservation of Positions of Protected Employees

No full-time regular position shall be discontinued even though its discontinuance would be permissible under Section 3 of this Article if it is occupied by an employee who has a right to preservation of employment and earnings under Article III of this Agreement unless there is then available to such employee without involving a change in residence another position, vacant or newly created, in the same occupational classification and in the same seniority district for which he can qualify which has a rate of pay equal to or higher than the position which is to be discontinued. If such an available position is at a different location from the position proposed to be abolished, the determination as to whether its acceptance involves a change in residence shall be made by the employee affected.

Section 5. Definition of Seasonal Employment

Seasonal employment is employment in work which because of climatic conditions or agricultural marketing patterns cannot be performed during some months of the year.

Section 6. Positions in Seasonal Employment

The number of positions in seasonal employment in each occupational classification and at the same location in each seniority district on each carrier shall in each month of every succeeding calendar year, be not less than the number of such positions in existence in each such classification and seniority district and location as were in existence in the corresponding month of 1966. Employment on each such position in seasonal employment shall be full-time and continuous without involving a change in residence throughout the season. The employee affected shall make the determination of whether a proposed change in work location involves a change in residence.

Section 7. Restrictions on Contracting Out

None of the work of the Carrier now being performed,

or susceptible of being performed, by employees coming within the scope of the agreement between the Carrier and the Organization, will be contracted out or otherwise transferred to other establishments or employers, and no existing arrangement under which such work is now being performed by other establishments or employers shall be continued, except upon agreement between the Carrier and the duly authorized representative of the Organization.

Article III. Preservation of Employment and Earnings

Section 1. Minimal Earnings Guarantees

Effective July 1, 1967, each employee who on July 1, 1967, or on the first day of any subsequent month, had an employment relationship of one year or more shall not be placed in a worse position with respect to compensation than the established rate of pay for the last position (assignment) worked prior to July 1, 1967 or prior to completion of the first year of his employment relationship, whichever is later; provided, however that this rate shall be adjusted to include subsequent wage increases.

Each such employee shall be guaranteed total earnings in each month of not less than his total earnings during the corresponding month in the preceding year adjusted to include subsequent wage increases. An employee in seasonal employment shall be guaranteed in any month not less than the employment and earnings of any employee in seasonal employment junior to him in the same seniority district and occupational classification.

Section 2. Duration of Guarantees

An employee's rights to guarantees of employment and earnings shall not be reduced and shall not terminate until the date he leaves the service by natural attrition; i.e., by reason of retirement, resignation, death, discharge for cause or dismissal for non-compliance with the terms of the Union-Shop Agreement. An employee will not be paid his guaranteed earnings for time he is voluntarily absent from service of the Carrier. Time lost because of sickness, injury or other inability to work when employment is available shall also be excluded from guaranteed earnings but shall be included the same as time worked in establishing the guarantee for the succeeding calendar year.

Section 3. Preservation of Rights Under Prior Agreements

The preservation of employment and guaranteed earnings hereinabove provided for shall not be less in any calendar month than the protection and guarantees to which the employee may be entitled under stabilization of employment agreements or other employment security agreements as of June 30, 1967, plus subsequent general wage increases.

Section 4. Restoration to Service of Furloughed Employees

Any employee who is on furlough when any guarantee provided in Section 1 of this Article becomes applicable to him shall be restored to active service at the time such guarantee becomes applicable to him.

Section 5. Information to be Furnished

Each Carrier party to this Agreement shall, not later than the month of July, 1967, for the six-month period beginning July 1, 1967, and not later than the month of January for each succeeding calendar year beginning with the year 1968, furnish representatives of the employees with a list of all employees who will qualify for preservation of employment and earnings during such period in accordance with the provisions of this Article III. Such lists shall show the name of each employee qualifying for such guarantee and the amount of his guarantee both in hours and in earnings for each calendar month. Such lists shall be subject to correction from time to time as may be necessary to avoid errors and to reflect information becoming available after the lists are first furnished.

(Note: The term "employment relationship" as used in this agreement denotes a period of employer-employee relationship. It is not synonymous with seniority and does not require continuous service. The term "earnings" as used herein shall include compensation for paid vacations and holidays, express commissions, guarantee payments under this or any other agreement and all other monetary allowances paid by a Carrier and deriving from Carrier employment.)

Article IV. Supplemental Unemployment Insurance Payments

Section 1. Establishment of Plan of Unemployment Insurance

There is hereby established a non-governmental plan for unemployment insurance to provide payments as specified in Section 2 of this Article of unemployment benefits supplemental to benefits provided by the Railroad Unemployment Insurance Act.

Section 2. Supplemental Unemployment Insurance Payments

For each day of unemployment with respect to which any employee to whom this Agreement is applicable is paid unemployment benefits pursuant to the Railroad Unemployment Insurance Act the Carrier party to this Agreement by whom he was last employed preceding such day of unemployment and with whom he maintains an employment relationship shall make a supplemental unemployment insurance payment to such employee in the amount of the difference between the payment under the Railroad Unemployment Insurance Act and $14.40.

Article V. Notice of and Agreement Upon Change

Section 1. Notice of Change

Whenever a Carrier contemplates a technological, operational and/or organizational change, no less than ninety (90) days' written notice of such intended change shall be given to the employees and Organization representatives by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the representatives. Such notice shall contain a full and adequate statement of the proposed technological, operational and/or organizational change to be effected and include an estimate of the number of employees of each job classification affected by the intended change. Technological, operational and organizational changes shall include but not be limited to introduction of or changes of machinery, equipment, instrumentalities or devices used in the performance of work, introduction of or changes of operating methods or procedures or materials or devices used, changes in schedules of service to the public or in the performance of work, changes in headquarters or assembling points of employees or in the location or extent of work areas, unification, consolidation, merger, or pooling, in whole or in part, of facilities, operations or services, changes in organization of work forces and any changes that affect the working conditions of any employee.

Section 2. Agreement with Respect to Change

Promptly following receipt of such notice representatives of the parties shall meet for the purpose of reaching an implementing agreement upon all matters connected with the change. In the event the parties are unable to reach an agreement on any items connected with the change, including the right of the Carrier to make the change itself, the dispute may be submitted by either party for final and binding determination under the second paragraph of Section 3 Second of the Railway Labor Act, Amended. No board to which any such dispute is referred for determination shall have any authority or jurisdiction to make any award containing any terms or providing for any agreement containing any terms which impair any right conferred by or any restriction imposed by this Agreement or which in any manner contravene the provisions of this Agreement.

Section 3. No Change Without Agreement

No technological, operational and/or organizational change will be made by any Carrier party to this Agreement without first giving notice and reaching agreement with the Organization as provided herein.

Article VI. Reassignment, Reorganization or Rearrangement of Forces

Section 1. No Reassignment Without Agreement

No employee, whether or not covered by Article III, may be reassigned and no position may be reassigned, reorganized

or rearranged until a 90-day written notice has been given by the Carrier and agreement has been reached between the Carrier and representatives of the employees in accordance with Article V and in accordance with the seniority and other rules of the applicable agreement covering rates of pay, rules and working conditions, and the applicable provisions of this Agreement.

Section 2. Seniority Limits Preserved

The geographical limits of seniority territories as they existed on February 7, 1965 shall be continued in effect unless changed by agreement.

Section 3. Moving Expenses

(a) Any employee affected as a result of a reassignment, reorganization or rearrangement of forces and electing to exercise his seniority rights at a new point of employment and electing to change his residence, shall be reimbursed for all expenses and losses in moving his household and other personal effects and for the traveling expenses of and insurance for himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such move, and for a reasonable time thereafter (not to exceed ten (10) working days), and in addition shall receive an allowance of six hundred dollars ($600.00). No claim for expenses or losses under this Section shall be allowed unless they are incurred within three (3) years from the date of move and the claim must be submitted within ninety (90) days after the expenses or losses are incurred.

(b) The provisions of Sub-section (a) of this section shall apply to each employee displaced by the exercise of seniority rights in the same manner and to the same extent as though initially affected by the reassignment, organization or rearrangement of forces.

Section 4. Protection Against Loss on Home

(a) If the employee owns his own home in the locality from which he elects to move, he shall, within one (1) year of the date he makes such election, advise the Carrier whether he desires the Carrier to purchase his home at its fair market value. The fair market value of the home in question shall be based and determined on value as of July 1, 1967 or the date he moves, whichever is greater. After the employee notifies the Carrier he desires the Carrier to purchase his home at its fair market value, the Carrier shall do so within a period of thirty (30) days from date of such notification. The time limits specified in this paragraph may be extended by mutual agreement in extenuating circumstances.

(b) If the employee is under a contract to purchase his home, the employing Carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

(c) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing Carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

Section 5. Disposition of Controversies

Should a controversy arise in respect to the value of the home or the employee's equity therein it shall be decided through joint conference between the representatives of the employees and the Carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a Board of competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employee and the Carrier, respectively; and if they cannot agree, these two shall endeavor by agreement within ten (10) days after their appointment to select a third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the National Mediation Board shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board shall be borne equally by the Carrier and the Organization parties to the proceedings. All other expenses of the proceedings shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

Article VII. Transfer of Employees or Work From One Seniority District or Seniority Roster to Another

Section 1. Prohibited Transfers

Transfers of employees or work shall not cross craft lines or departmental lines within a craft, nor may employees or work be transferred from the coverage of one rules agreement to another.

Section 2. Permanent Transfers

A permanent transfer of employees from one seniority district or roster to another shall not be made unless work corresponding to the number and occupational classifications of the employees proposed by the Carrier to be transferred is also transferred. When a permanent transfer of employees and work is to be made, the implementing agreement governing the transfer shall:

(a) Specify the work to be transferred, the number and occupational classifications of the employees to be transferred and the locations of the positions to and from which they are to be transferred.

(b) Provide that employees on the seniority district or roster from which the transfer is to be made shall be given the option, in seniority order, to make the transfer, and that if the senior employee elects not to make the transfer, the position or positions, will then be offered to other employees on the seniority roster in the occupational classification, or classifications, concerned in descending seniority order.

(c) Provide that only the junior employee, or employees, in the occupational classification, or classifications, concerned may be required to make the transfer, and that the guarantees of employment and earnings of senior employees who elect not to make the transfer will not be affected.

(d) Specify the method of handling the seniority of the transferred employees.

(e) List the name of each employee who will be transferred as well as the seniority date, or dates, he has acquired on the seniority roster from which transferred.

(f) Provide that each employee who transfers shall be entitled to the protective benefits set forth in Article VI of this Agreement.

(g) Provide that any employee who would otherwise be required to transfer and who does not wish to make the transfer may resign from the service of the Carrier and accept a lump-sum separation allowance which shall be computed in accordance with the schedule set forth in Section 9 of the Washington Job Protection Agreement.

Section 3. Temporary Transfers

Any transfer of employees from one seniority district or roster to another which does not also entail the transfer of work will be considered as temporary and shall not exceed 30 calendar days within a calendar year unless an extension is agreed to by the Carrier and the Organization. When a temporary transfer of employees is to be made, the implementing agreement governing the transfer shall:

(a) Specify the number and occupational classifications of the employees to be transferred and the location of positions to and from which they are to be transferred.

(b) Provide that prior to the effective date of the transfer, employment shall be provided for all employees in the occupational classification, or classifications, concerned, whether they are guaranteed or non-guaranteed employees, in the seniority district to which the transfer is to be made, and that the Carrier shall continue to provide employment for such employees while the transferred employees remain on that district.

(c) Provide that the employees shall be compensated for the travel time and travel expenses involved in making the transfer and that while the transferred employees are off their home district, the Carrier will either provide them with suit-

able board and lodging or will reimburse them for the actual cost thereof.

(d) Provide that such employee shall be permitted to make trips to their homes on weekends or rest days and holidays, and shall, in making such trips, receive payment for travel time and expenses, including transportation expense, from the point of work to their home station and return. The term "home station" as used herein shall mean for each individual employee the town, city or railroad station located on the lines of the railroad nearest to the employee's place of residence.

(e) Provide that employees in the seniority district from which the transfer is to be made shall be given the option in seniority order, to make the transfer, and that if the senior employee elects not to make the transfer, the position, or positions, will then be offered to other employees on the seniority roster in the occupational classification, or classifications, concerned in descending seniority order.

(f) Provide that only the junior employee, or employees, in the occupational classification, or classifications, concerned may be required to make the transfer, and that the guarantees of employment and earnings of senior employees who elect not to make the transfer will not be affected.

Section 4. Saving Clause

Any provision in any working agreement, special agreement, letter agreement or memorandum of agreement which is less favorable to the employees than the foregoing provisions of this Article VII is hereby superseded for the purposes of the transfers provided for in this Article.

Article VIII. Application of Other Agreements

All employees to whom this agreement is applicable shall be entitled to the protection and benefits of all other applicable agreements. All payments to which any employee is entitled under this Agreement shall be considered to be compensation for service in the application of agreements in which compensated service is relevant.

Article IX. Disputes

Section 1. Interpretation or Application of this Agreement

Except as provided in Section 5 of Article VI, any dispute involving the interpretation or application of any of the terms of this Agreement not settled within sixty (60) days after the date the dispute arises may thereafter be submitted by either party for final and binding determination under the second paragraph of Section 3 Second of the Railway Labor Act, Amended. No board to which any such dispute is referred for determination shall have any authority or jurisdiction to make any award containing any terms which impair any right conferred by or any restrictions imposed by this Agreement or which in any manner contravene or deviate from the provisions of this Agreement. A dispute shall be considered to have arisen when it is initiated in writing by either party.

Section 2. Agreement of February 7, 1965

Disputes arising under the February 7, 1965 Agreement, including those pending and unadjusted before the Disputes Committee established under that agreement, may be submitted for resolution as provided in Section 1 of this Article IX.

Section 3. Claims Procedure

Rules and procedures governing the handling of claims or grievances, including time limit rules, shall not apply to the handling of claims with respect to violations of this Agreement. Such claims may be handled at any time and may be taken up directly between the General Chairman and the highest operating officer of the Carrier designated to handle such matters. The final decision of the Carrier on any such claim shall be made within sixty (60) days from the time that it is initiated.

Article X. Damages for Violations of This Agreement

In instances in which work is performed in a manner which is in violation of this Agreement or there is a failure to perform work which employees to whom this Agreement is applicable are entitled to perform and the claimants are named or otherwise identified, the Carrier shall pay as damages to the claimant or claimants:

(a) Actual loss suffered (including monetary, Railroad Retirement benefits, Health and Welfare benefits, holiday and vacation credits and/or payments, etc.) or, if larger than the above (a)

(b) the value of the work involved in the claim; i.e., total number of hours expended in the performance of the work divided into equal proportionate shares for each claimant and then multiplied by their respective pro-rata rates of pay.

In instances in which there is a failure to maintain employment which would have been maintained if this Agreement had been complied with and in instances in which claimants adversely affected by violations of this Agreement cannot be identified, the Carrier shall pay to the Organization involved the amount which it would have cost the Carrier to comply with this Agreement.

In all instances in which violations of this Agreement occur, there shall be paid by the Carrier as damages, in addition to the amounts above specified, 1½% interest on each monthly balance of monetary accumulation, said interest to begin accruing three (3) months after dates of claim presentation.

Article XI. Effect of This Agreement

Section 1. Effective Date

This Agreement shall be effective July 1, 1967, and shall be construed as a separate agreement by and between each Organization and each Carrier signatory hereto.

Section 2. Effect on Other Agreements

Except as provided in Section 3 of Article III, this Agreement shall supersede the Mediation Agreement of February 7, 1965 (NMB Case A-7128) and other individual job security agreements resulting from the notices served on the Carriers by the Organization on or about May 31, 1963. It shall also supersede those provisions of any other agreements that are in conflict with this Agreement.

Section 3. Effect on Seniority

The seniority rights of all employees to whom this Agreement is applicable shall continue to apply in the same manner and to the same extent provided for in the rules and working conditions agreement unless agreement to modify such rules is reached between the parties and such agreement is specifically contained in an implementing agreement made pursuant to the terms of this Agreement.

"Now what do you want? Oh, Yes, you're here to receive your 40 year service pin—here catch!!"

trated by the constant improvement in the length of time it takes to pay claims. The majority of claims are now processed in 30 days or less and about 9 out of 10 in 60 days or less. Under a "fast pay program" for survivors, a widow now receives her first check in a matter of days after she files her application. This is substantially less time than it took a few years ago.

These improvements have not been accomplished by any padding of the payroll. On the contrary, Board employment has declined three percent in the last year and 34 percent over the last 8 years. This has been achieved despite the increase in workload resulting from the many amendments to the Railroad Retirement Act. The additional administrative loads of the medicare program and the new supplementary annuity program have been absorbed without a net rise in employment.

In recognition of the outstanding record made by the Board over the years, members of Congress have often complimented the Board on the efficiency and economy of its operations. Railroaders have every right to be proud of the splendid administrative organization of the Board and of the sincere and dedicated efforts of its employes.

I.C.C. Asks For More Flexibility

INTERSTATE COMMERCE Commission Chairman William H. Tucker last month transmitted to Congress a proposal to give the Commission more flexibility in dealing with railroad passenger train discontinuance proceedings.

The proposed legislation, in the form of an amendment to Section 13a of the Interstate Commerce Act, would, according to the ICC, correct certain deficiencies which now exist in the law and permit the Commission to render more effective decisions.

Since Section 13a was enacted in 1958 as part of a comprehensive program to alleviate the financial difficulties of the railroads, the Commission has processed more than 200 train discontinuance proceedings. The Commission said that it is now time that the statute be reviewed and that deficiencies be corrected, first, by amending Sections 13a (1) and (2) in the following general respects:

• One section of the bill would authorize the Commission to require the continuance or restoration of operation of service, subject to terms and conditions that might be found just and reasonable. Under the current statute, the Commission has only the option to permit the discontinuance to go into effect or to require the service to be continued. The Commission at present has no power to impose any changes or other conditions under which the service should be continued.

• The amendment would give the Commission more time in the initial and final investigation of train discontinuance petitions filed by the railroads. The present four month limitation would be changed to 7 months beyond the date when the discontinuance or change in passenger service would otherwise have become effective. In addition, the Commission would be authorized to require the continuance of a train for two additional months, if such time were required to complete the investigation or for the Commission to act on any petition for reconsideration of its decision in the investigation.

• The recommended legislation further provides that the carrier proposing to discontinue passenger service shall have the burden of proof in establishing that the public convenience and necessity permit the discontinuance or change in service and that the continuation of the service would unduly burden interstate or foreign commerce. At the present time Section 13a does not specify upon whom the burden of proof rests.

Another portion of the bill would eliminate two jurisdictional problems that have occurred under the present statute:

First, in a situation where the train in question operates from a state into a foreign country but not into another state, the statute would be amended to change the jurisdiction of the Commission so as to include service operated from a point in a state to a foreign country.

Second, it would deal with the problem wherein service itself is provided only in one state but where the train, for operating convenience, operates into another state. For example, in the New Haven discontinuance case of April 1966, certain trains provided service only in New York State, but the New Haven, solely for operating convenience, terminated the trains in the state of Connecticut.

In addition to the amendments designed to cure these and other minor technical deficiencies in Section 13 (1) and (2), the draft bill includes a new section, titled 13a (3), which will provide for judicial review of any order of the Commission entered after hearing under either 13a (1) or (2) in the U.S. District Courts. The courts have interpreted the present statute in such a way that an appeal may be taken only when the Commission requires the continuance of the service.

Salute To Local Lodge Office

(continued from page 67)

few of the duties and responsibilities of a Local Chairman.

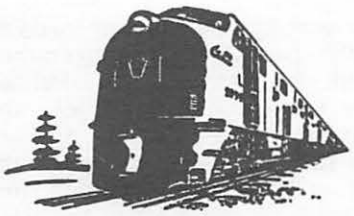
His is not an easy task, as it requires that he take a firm stand against the carrier official who in many cases is responsible for the violation of the working agreement. As you can see, fulfilling the duties and qualifications of a Local Chairman requires men of conviction and the will and determination to stand up for what they think is right.

This brief summary only hits a few of the high spots in the work of our General Committee and Local Subordinate Lodge officers and committeemen. There is much more outlined in the Constitution which we have not covered.

Our Brotherhood owes a great debt of gratitude to that small army of members called officers who are doing so much for their fellow members, the Brotherhood of Railroad Signalmen, and for organized labor.

We say "thank you" for taking on this important responsibility, and we earnestly ask every member to give you all the help and support you deserve. We at Grand Lodge appreciate your efforts and pledge to work for you and with you to the best of our ability to keep the Brotherhood of Railroad Signalmen in the coming years a strong and efficient labor organization dedicated to further the interests of our membership in the highly skilled signaling profession.

Railroad NEWS IN BRIEF



U. S. RAILROADS hauled 4,721,000 new motor vehicles during 1966, an increase of 6.2 percent over 1965. The Association of American Railroads reported that motor vehicles hauled in 1966 represented 45.7 percent of the more than 10 million vehicles shipped during the year. The railroads have a fleet of nearly 17,000 double and triple-deck rack cars to carry autos at rates well below those charged by over-the-road trailer operators.

THE CANADIAN NATIONAL plans to install four new hot box detectors purchased from the Servo Corporation, on the line between Kamloops and Port Mann, B.C. and on the heavily-traveled Montreal-Toronto main line. Last year, the C. N. installed 15 detectors on its system. The installations, C. N. said, are a part of its continuing protection program that has reduced hot boxes from about 10,000 in 1957 to 950 in 1966.

THE STATE OF NEW JERSEY has agreed to subsidize Erie Lackawanna commuter passenger service $4.2 million a year. As part of the pact signed with the state's new Commuter Operating Agency, E-L agreed to restore 49 of the 205 commuter trains it discontinued last October. The pact also required the E-L to drop its pending appeal in the Supreme Court of New Jersey to abandon all commuter service.

THE ICC ON MARCH 6 announced approval of C&O/B&O affiliation with the Western Maryland Railway. In allowing the affiliation, the Commission imposed attrition-type job protection for the employes of both roads, meaning that reduction of job force shall not occur other than by death, retirement, discharge for cause or resignation.

THE NEW YORK CENTRAL achieved the highest net income in the company's history during 1966, according to the Central's magazine HEADLIGHT. Central's consolidated earnings, including subsidiary companies, increased 25.2 percent to $65,531,812 over the 1965 figure of $52,355,635. The company's previous peak of $63,176,389 was reached during the war year of 1943.

THE ASSOCIATION OF AMERICAN RAILROADS has authorized a resumption of its advertising program in national magazines to promote the image of the railroad industry as a whole. The campaign, to be carried out on a limited basis, will emphasize the role played by modern equipment and techniques in railroading today. Except for a few ads appearing in 1965, the AAR's general advertising campaign had been suspended since 1960.

THE NEW YORK CENTRAL'S 1966 rail-highway-water container service broke all records, with the road handling 150,098 units, up 22.9 percent over 1965. Last year the Central added two Super Van trains to its fleet of high-speed express container trains. The 12 container trains it now operates have cut transit time between New York and the West Coast by at least a full day.

THE BALTIMORE & OHIO'S crack streamliner, the National Limited, derailed recently near Pennsboro, W. Va., killing three passengers and the flagman. Many passengers suffered serious injuries.

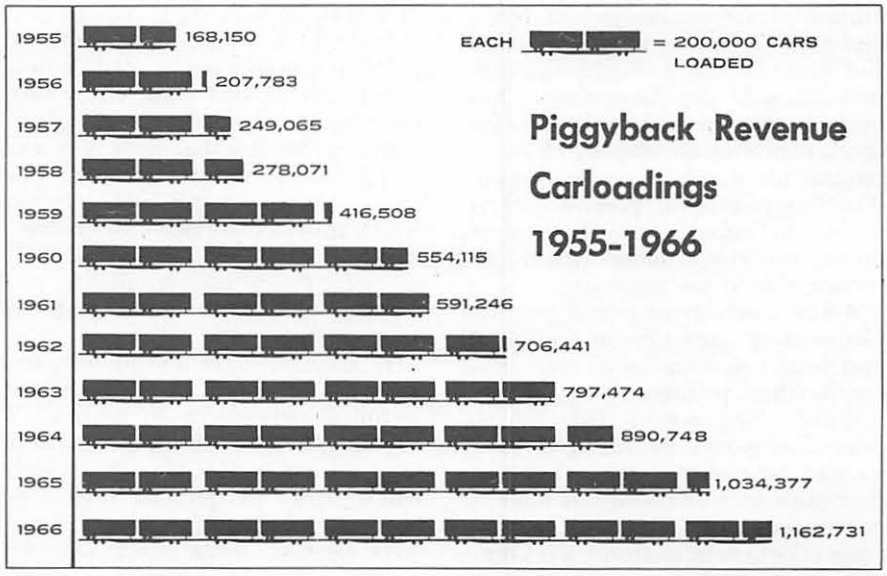
THE FIVE MAJOR MODES of transportation ran up a total of 1.8 billion intercity ton-miles last year, according to figures released by the Transportation Association of America. TAA's breakdown, in billions, showed that railroads' share of this was 775; trucks, 396; pipelines, 332; barges, 158; Great Lakes, 115; and air transport, 2.3.

THE MISSOURI PACIFIC during 1966 laid 185 miles of new rail and 110 miles of relay rail. It also renewed nearly 800,000 crossties, applied 1,221,000 cubic yards of ballast, and surfaced 6,045 miles of track, or more than 50 percent of the railroad's total mileage.

THE SOO LINE has sold its passenger station in Duluth, Minnesota to the state. A portion of the land will form a part of the interstate highway being built in the city. No definite plans have been made for the building itself but one suggestion has been made that it be converted into a cultural center. The depot built between 1908 and 1911 cost some $3 million.

THE NATION'S RAILROADS account for purchases of more than three billion dollars a year.

HOWARD G. FREAS, who recently resigned from the ICC, has been appointed assistant to the Southern's President, D. W. Brosnan. Freas's appointment is one of many resulting in ICC Commissioners being awarded high salaried positions with the carriers upon completion of their ICC service.



YOUR WASHINGTON Reporter

By Michael Marsh

EVERY MEMBER OF CONgress, by the time you read this, will probably have received an attractive pamphlet describing and explaining railway labor's 1967 national legislative program.

The program—and the pamphlet—come from the Railway Labor Executives' Association. The RLEA, which groups 23 standard railway labor organizations, has served for many years as a united Washington voice for legislative progress for railroaders, supplementing the efforts of the legislative representatives who work for individual rail unions in the Nation's Capital.

The new RLEA pamphlet is no substitute for the steady day-to-day "leg work" that rail labor's legislative spokesmen carry forward on Capitol Hill. But the pamphlet is considered an important new informational tool. Here are some of its highlights:

• RAILROAD SAFETY—"Injuries and fatalities in the railroad industry have reached alarming levels and are increasing, both in terms of percentage and gross numbers, even though employment continues to decline," the pamphlet points out.

"In the past," the pamphlet notes, "there has been no controlling authority over unsafe train operations, maintenance of track, structures or other facilities. . .

"Our major legislative program, therefore, includes legislation which would give the Department of Transportation complete (instead of partial) responsibility and jurisdiction over all aspects of railroad safety. The new Department now has such jurisdiction over motor carrier safety. . . Furthermore, to encourage greater compliance, existing ineffective penalties for violations of railroad safety laws should be substantially increased."

• PASSENGER TRAINS—"One of the most urgent transportation problems needing attention in 1967," the pamphlet stresses, "is the preservation of rail passenger service. Despite the population explosion and a rapidly expanding economy, intercity passenger train service—once the pride and measure of our nation's affluence — has deteriorated shamefully since the adoption of the Transportation Act of 1958."

To reverse this trend, the RLEA pamphlet urges Congress to modify the "sudden death" passenger train abandonment section of that 1958 Act by imposing "those safeguards of the public interest which now govern the abandonment of branch lines of railroads." The pamphlet also asks Congress to "explore all avenues which will improve railroad passenger service," including "federal financial support."

• RAILROAD RETIREMENT, ETC.—The RLEA pamphlet strongly endorses President Johnson's call for improved social security benefits. It points out that many retired railroaders "will directly benefit from any liberalization of social security benefits by reason of the provision in the Railroad Retirement Act that railroad retirement beneficiaries shall not receive less than 110 percent of what railroad employment would have entitled them to if that employment had been covered by the Social Security Act."

The pamphlet also urges "corresponding amendments to the Railroad Retirement Act" so that other railroad retirees "will receive increases in benefits equitably related to the increase in social security benefits." At the same time, the pamphlet says, "we shall be acutely aware of the burden that is imposed by present law upon current income of railroad employes under the Railroad Retirement Tax Act and will make every effort to achieve our benefit objectives without substantially increasing that burden."

Further, the pamphlet calls for improvements in railroad unemployment insurance "to bring benefit rates and the duration of benefits more nearly into line with current requirements in the railroad industry."

In addition to these primary legislative goals, the pamphlet also stresses rail labor's support for the following measures:

• RAIL TRANSPORT PROMOTION—"There is a critical need for continued and increased action on the urban transportation problems in our nation's cities," the pamphlet points out, and this should involve a balanced system making use of "the efficiency and economy of rail rapid transit." Toward this end, the pamphlet says, "additional funds are needed for expansion as well as for the continuation of the present Urban Mass Transit Act."

"Furthermore," the pamphlet notes, "as our great cities grow larger and grow together, we are faced with the growing pains of the resultant super-cities. . . Efficient, safe, high-speed railroad trains are indispensable arteries in our vast super-cities. We supported the High-Speed Ground Transportation Act of 1965 and we will support legislation designed to continue and expand this vital program."

• MERGER MORATORIUM—Warning of the railroad industry's "feverish drive toward further economic concentration through mergers," the pamphlet says the Interstate Commerce Commission's narrow and piecemeal approach to this merger drive fails badly in protecting the public interest.

"The essential new public-interest factor," the pamphlet continues, "is the role to be played by the Department of Transportation. Organization of D.O.T. staff and development of case knowledge by them will take time, as will the development of rational new merger criteria. Meanwhile, the public interest demands that the I.C.C. delay processing pending merger cases until D.O.T. development reaches a stage where the new Department can both know and fulfill its functions in this area."

In addition, the RLEA pamphlet stresses that railway labor "supports wholeheartedly" the whole labor movement's efforts to win repeal of Section 14(b) of the Taft-Hartley Act.

Benefits For Student Children Aged 18-21

ONE OF THE IMPORTANT provisions of the 1966 amendments to the Railroad Retirement Act added monthly benefits for children of railroaders who have died, if the children are aged 18-21 and are attending school full time. Before this change, survivor annuities were payable only to children who were under age 18 or (if older) had become disabled before that age. The following questions and answers explain the conditions under which the new benefits can be paid.

1. *What are the requirements for the new student benefits?*

A deceased railroad employe's child can receive these benefits if he is attending school full time, is unmarried, and is under age 22. The employe must have been insured for benefits under the Railroad Retirement Act at the time of his death. (In general, he was insured if he had at least 10 years of railroad work and had a recent attachment to the railroad industry.) Otherwise, the Social Security Administration will pay any benefits that are due.

2. *How long can I receive these student annuity payments?*

Your annuity can continue until you reach age 22. It will stop before then, however, if you marry, are adopted by someone other than a close relative, or quit school.

3. *What do you mean by "attending school full time"?*

A student attending a university, college, or junior college meets this requirement if the school considers him a full-time student.

A student attending a high school, vocational school, or instructional school meets this requirement if—

- He is enrolled in a course of study lasting at least 13 weeks; and
- He is enrolled for at least 20 hours a week. This includes regularly scheduled laboratory or shop work, supervised study, and other time generally accepted as part of the school day. (Time spent on a job assigned the student or obtained for him by the school as part of his schooling may also count toward the 20 hours.)

4. *If I attend evening school, could I be considered a full-time student?*

Yes. The conditions listed in the answer to question 3 apply to both day and evening students.

5. *Does it matter what school I attend?*

Yes. You must be a student at one of the following kinds of schools in order to qualify for an annuity—

- A high school or vocational school that is supported or operated by a local or State government or by the Federal Government;
- A State university or college or a community college;
- A private school or college that is accredited by an agency that is recognized nationally or by a State, or whose credits are accepted on transfer by at least three accredited schools.

Attendance at a school outside the United States may be counted under certain circumstances. For information about a particular school, get in touch with the nearest office of the Railroad Retirement Board.

6. *The college I am attending has a foreign study program under which students can spend their junior year at a European university. If I participate in the program, can my annuity payments continue?*

Probably, but for a definite answer you should get in touch with the nearest office of the Railroad Retirement Board.

7. *My employer wants me to take an engineering course at a nearby college. He will pay my salary while I am going to school. Can I receive a student annuity?*

No. You would not be eligible for the annuity if he pays you for attending school.

8. *Can I receive my student annuity during school vacations?*

Yes. Your annuity payments can continue during periods of four months or less in which you are not attending school if you—

(1) Were attending school full time before the period began, and

(2) Intend to return to school full time when the period is over.

9. *I will graduate from high school in June and don't think I will continue in school. If I change my mind and start college in the fall, could I receive back payments for the summer months?*

Yes, providing you return to school within four months and the work deductions described in item 10 below do not apply to you.

10. *I work part time in a garage after school and plan to work full time during my summer vacation. Can I receive a student annuity?*

Yes, but the amount you earn and the kind of work you do can affect your annuity payments. Generally, you can earn up to $1,500 a year in nonrailroad work without any loss of benefits. The Railroad Retirement Board will explain these restrictions to you if you are awarded an annuity. They are the same as the restrictions on other persons receiving survivor benefits from the Board.

11. *I have been receiving an annuity since my father died three years ago. I will be 18 in September, but I plan to continue in school. Do I have to apply for a student annuity?*

No. Since you are already receiving an annuity, the Railroad Retirement Board will send you a notice a few months before your 18th birthday. It will explain what steps you must take to have your annuity payments continue.

12. *I was 19 when my father died last year and am now attending school full time. How do I go about getting a student annuity?*

You should get in touch with the nearest office of the Railroad Retirement Board. (The address is in the telephone directory or can be obtained at any post office.) The people at the Board office will be glad to assist you with the necessary application.

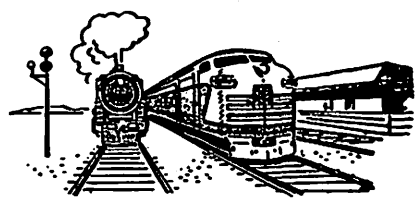
13. *My annuity payments stopped last year when I reached 18. If I decide to return to school, could I receive a student annuity?*

Yes. An application for the annuity will be necessary, however.

14. *What kind of information will I be asked to furnish if I apply for a student annuity?*

You should be prepared to give the following information—

- Name and address of your school;



• Dates of attendance during the past year;

• Your student identification number, if any;

• Number of credit hours you are carrying if you are a student at a college, junior college, or university;

• Number of clock hours you attend each week if you are a student at a high school or vocational school;

• If and when you intend to return to school full time after the close of the current school year.

15. *Will the fact that a student is receiving an annuity qualify his mother for monthly benefits?*

No. To receive an annuity, a widow must either be at least 60 years old or have in her care an eligible child who is under age 18 or who became disabled before that age.

16. *My father retired on a railroad retirement annuity four years ago. Can I receive a student annuity while I am attending college?*

No not directly. These benefits are only payable to the child of a deceased employe. However, under some circumstances an allowance for you may be included in your father's annuity.

Federal Employers' Liability Act

By Howard M. Metzenbaum

AN ACTION AGAINST THE railroad was permitted under the FELA by a train dispatcher who suffered a nervous breakdown. He alleged that the stresses and tensions negligently imposed upon him caused his illness. The act of negligence was the failure of the railroad to provide him with adequate help in his job. The court stated that just as silicosis may be considered an injury under the Act, so too, may a nervous breakdown.

This decision makes perfectly clear that injury under the Act covers any illness so long as it can be traced to the employe's work. This decision further emphasises how outdated is the argument which was used by the railroad that personal injury must be caused by violent or external means.

Successful Avoidance of the Statute of Limitations

In a recent case the plaintiff was permitted to maintain an action four years and eleven months after the accident. The railroad's claim agent told him that he didn't have to sue within the three year period because the railroad would take care of everything. The Court said that since the employe relied on the claim agent's misrepresentations, the railroad could hardly take advantage of the three year statute of limitations.

This case is an exception to the general rule. In most cases if an employe lets the three year period lapse without filing suit he is precluded from bringing an action. This is so fundamental to the FELA that every railroad employe should be aware of it.

Recovery Not Taxable

Did you know that money received for a personal injury claim is not taxable, whether it is received through settlement or judgment? Furthermore, it is improper for the defense counsel to mention this to the jury in the hope that they will reduce their verdict accordingly.

Learning the Hard Way

An employe was injured because he was ordered to roll a car wheel by hand and in so doing, it became unbalanced and fell on his foot. It appears that there were three or four previous accidents at the same shop which occurred in the same fashion. This was evidence of an unsafe way to do a job, and yet some railroads continue to use this method of rolling wheels. Sometimes the railroad must pay out money in personal injury claims before it changes its ways. I would say that is learning your lesson the hard way—for both the railroad and the employe.

Accidents Killed 112,000 Last Year

ACCIDENTS KILLED 112,000 persons in the United States last year to remain the nation's fourth leading cause of death, the National Safety Council reported.

The death total was five percent higher than the 1965 toll of 107,000 and pushed the 1966 death rate up to 57.2 fatalities per 100,000 population, compared to the 1965 rate of 55.2. The 1966 figure was the highest since the 1953 rate of 60.1.

Chief factor in the death increase was the nation's traffic toll of 52,500 (previously reported by the Council). An upsurge in traffic deaths accounted for 3,500 of the over-all increase of 5,000 deaths. Motor-vehicle deaths made up 47 percent of the 1966 accidental-death toll; falls, 18 percent; fires, burns and deaths associated with fires, 7 percent, and drownings, 6 percent. All other types accounted for 22 percent.

The Council estimated the economic loss from 1966's accidents at about $19.5 billion. This included wage losses of $5.8 billion; administrative and claim settlement of insurance costs of $3.9 billion; medical expenses of $2.1 billion; property damage in motor-vehicle accidents of $3.3 billion; property loss in fires of about $1.48 billion, and so-called "indirect" costs of work accidents of about $2.9 billion.

Disabling injuries numbered about 10,800,000, including 420,000 that resulted in some degree of permanent impairment—ranging from partial loss of use of a finger to blindness or complete crippling.

Three catastrophes in 1966 caused more than 50 deaths each: heat wave deaths in the St. Louis area, 125; a tornado in Mississippi, 58, and an airplane crash in Oklahoma, 83. There were four other catastrophes in which at least 25 persons died.

adv.

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New York—The Anti-Tobacco Center of America has just published a booklet which explains how 88,648 heavy smokers (of whom many are physicians) have stopped smoking without straining their will power. This booklet is available free of charge to smokers. All you need to do, to obtain it, is to send your name and address to The Anti-Tobacco Center of America, Dept. A-5-G, 366 Fifth Avenue, New York 1, New York. This offer is open while the supply of these booklets lasts.

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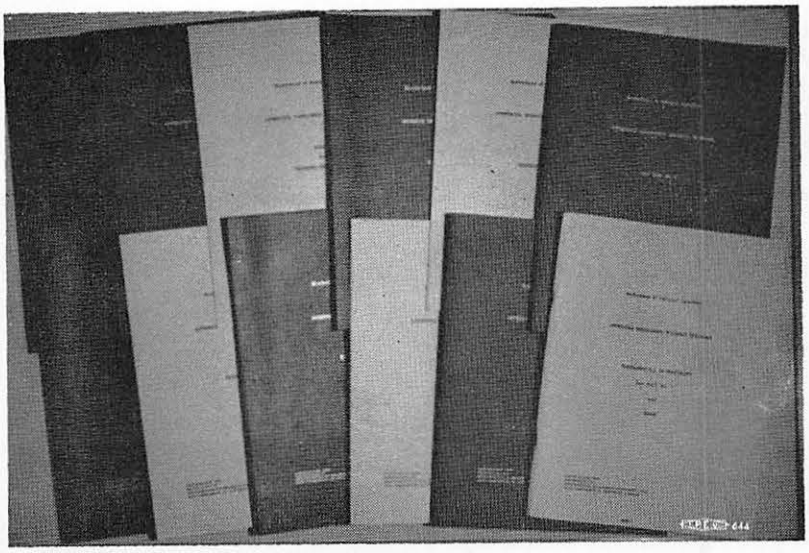

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Text No. 6 deals exclusively with a simple automatic interlocking and modifications necessary to operate it by remote control.

Text No. 7 is a comprehensive digest of information related to the TCS control machine; the generation and transmission of codes; chain repeat action of coding units; and indication code preference.

Text No. 8 covers electric locked switches; and maintenance procedures for detector devices, coded track circuits, carrier equipment, and diesel generators.

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LOCAL LODGE NEWS

By, for and about B. of R. S. members

Golden Anniversary Celebrated By The John F. Hogans

A RECEPTION WAS held recently as retired Brother John F. Hogan and

Brother Hogan and Mrs. Hogan are shown at the celebration marking their Golden Wedding Anniversary.

his wife celebrated their 50th wedding anniversary February 20 in their home town of Denville, New Jersey and included their three daughters, Mrs. Loretta Gawenda, Mrs. Beatrice Granzen, Mrs. Gertrude Gerken and many well wishing friends.

Brother Hogan, dean of General Chairmen of our Organization, retired on January 19, 1963, after 51 years of service with the Delaware, Lackawanna & Western Railroad and its successor the Erie Lackawanna Railroad.

He assumed the General Chairmanship on June 19, 1917 and was a delegate at every Brotherhood convention up until his retirement. He had served on committees at every convention.

He distinguished himself in community service when he was first elected in 1936 to the Denville Township Committee and was reelected for 7 successive terms. From 1950 to 1956 he was Mayor of Denville and the following year was elected Tax Assessor, a position he holds now.

He served as a member of the Advisory Committee for the New Jersey League of Municipalities for 12 years and is a member of the Executive Committee of the States Association of Municipal Assessors. In 1961 and 1962 he was elected president of the Morris County Assessors Association.

The old saying "If you want a job done well, give it to a busy man," holds true for Brother Hogan for he also found time to serve as a director in the New Jersey Foundation for the Blind, took an active part in the Salk vaccine innoculations in his community and when the DL&W inaugurated the new streamline version of the Phoebe Snow, he was chosen to be general representative of all Lackawanna personnel at the dedication ceremonies. He is an active member of his church, and the Knights of Columbus.

It is no wonder that he became the second citizen of Denville to be awarded the Good Citizenship medal by the VFW Denville Post No. 2519. He was selected as "Man of the Year" of the Lakeland Area in 1953. The Denville Chamber of Commerce presented him its medal as the "First Citizen of Denville" in 1958. He was also awarded the outstanding service "Ten Year" citation by the New Jersey Foundation for the Blind.

They say that behind every successful man is a most successful woman. Mrs. Hogan is also known to all of her townspeople for her contribution to the community. She served on the Township Welfare Committee; was chairman of the Mount Carmel Guild of the Newark and Paterson Diocese, president of the Denville Fire Department Ladies Auxiliary; and an officer of the Womens Club of Denville.

Seaboard

HAMLET, N. C. (105). Local 105 held its regular meeting in the Georgian Hotel, Athens, Ga. on February 19. The meeting was opened in due form by Chief Signalman S. R. Jenkins with 15 members present.

Eight applications for membership were approved. A number of claims were reported on by General Chairman Harper.

A report on the General Committee meeting and retirement supper for retired General Chairman E. C. Melton was given by Brothers Graham, Jenkins, Gilliland and General Chairman Harper. A letter from Brother Melton was read by Secretary-Treasurer Graham thanking the Local for the nice present given him upon his retirement.

At our next meeting to be held in Hamlet, N. C., on May 23 at the Police Club House, we will elect Delegates and Alternates to the International Convention to be held in Chicago, Ill. in August.

Members off sick are Brothers Wasmund, Lynch, Johnson, Massey, Newman, Sapp, and Whitehead.

Brother C. B. Brantley, Signal Foreman, retired December 30, 1966 after 32 years of service with Seaboard; also Brother R. L. Merritt, Signal Maintainer, Ocala, Fla., retired February 15, 1967 after 38 years of service.

J. E. GRAHAM

P.R.R.—P.R.S.L.

MAGNOLIA, N.J. (58). Our February 8th meeting was not held due to 12 inches of snow but we will hold our regular April meeting.

Our claims have been very good this month and the following were awarded: Brothers Weber, Sipley and Gilbert. We still have about 7 claims to be acted on. We also received a roster change. Brother Giordano was put on roster as we contended in our protest.

We held a meeting with General Chairman Park on NRAB Third Division Award Nos. 14472 and 14836 on February 10.

We have received our raise but have not received our back pay up to this writing. There are some changes in the officers of the P.R.S.L.

Our forces of the former Atlantic Division are now in Newark, N.J. work-

ing with the New York Division men on a rush job. We are putting a new speaker system in the new Classification Yard at Povinio.

Well, this is about all for now. See you at the April meeting.

J. L. NACK

Canadian Pacific

GUELPH, ONT. (122). A retirement party was held for G. E. (Ted) Hamilton who retired on November 1, 1966 at Komoka, Ont. after 48 years of service with the Canadian Pacific, 31 of them as a signal maintainer on the London Division.

Ted started his service on the C.P. in November 1918, became signal helper in August 1922 and signal maintainer in 1925. He has always been an active member of Local 122, having held for some years the oldest numbered card issued in the Local. He has also been the top man on the seniority list as a maintainer since 1954.

We were pleased to have a real good attendance of members and guests at the meeting and were certainly pleased to welcome retirees J. Connors, E. Kimpton, A. Vallance and H. Jackson, General Chairman C. R. Scott and several former members of our Local who are now officials. I am sure that many old happenings and events were relived and discussed by those who were present. Some do not have the opportunity of seeing each other except on such occasions as these when they are brought together at a retirement party.

After a general expression of good wishes from everyone present, a gift of money was presented to Ted by the Local Chairman of Local 122 who extended the best wishes of the Local to Ted for a long, healthy and happy retirement.

A vote of thanks was extended to Chief Signalman Orton and his committee for their work in preparing for the party. I am sure that a good time was had by all.

R. NERDEN

Local 30 Amends By-Laws

AT THE FIRST REGULAR meeting of Local 30 in 1967, the following changes were made in our By-Laws:

1. The provision in the By-Laws authorizing payment of regular quarterly dues for the Recording Secretary and Chief Signalman has been deleted.

2. The compensation of the Financial Secretary shall be his regular quarterly dues.

3. The dues of Local 30 will be raised from $15.50 per quarter to $19.50 per quarter effective with the beginning of the Second Quarter 1967 (April 1).

The above changes have been approved by President Jesse Clark as of February 23, 1967.

R. W. SERVER

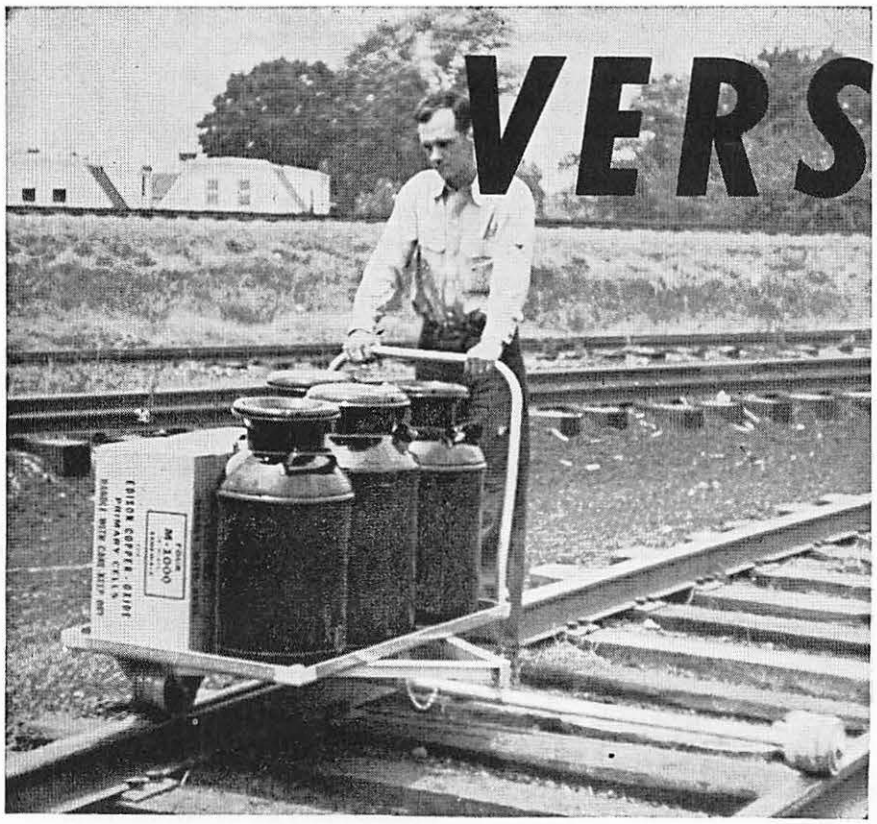
Rock Island

SILVIS, ILL. (183). Local 183 held its regular first quarter meeting on February 19 at the Ranch House Motel, Bureau, Ill., and was called to order by Chief Signalman M. P. White.

A good attendance was noted with five officers among the 14 present, plus a visitor, R. D. Howard, and General Chairman R. A. Watkins.

Reading of the minutes by Chairman Watkins was followed by much discussion pertaining to birthday and holiday pay and bulletining of monthly rated jobs.

Brother J. D. Boats was reinstated



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and the application of new member Louis Bernadoni was approved.

Everyone was pleased to see Brother "Moon" Estes present as he has been off sick for sometime.

Our next meeting will be held in Iowa City, Iowa and all members will be notified at a later date.

H. E. CLARK

Baltimore & Ohio

DAYTON, OHIO (94). Members of Local 94 would like to express their sympathies to Dennis Grissom and family in the loss of their son Astronaut Virgil (Gus) Grissom. Brother Grissom is signal maintainer in Mitchell, Ind., St. Louis Division East.

On the Toledo Division, Max Miller is off duty due to illness as is R. S. Bogart of Columbus Grove, Ohio.

Gang of P. G. Emmons, Chicago Division, has moved to Willard, Ohio, respacing signals in the area.

Our sympathies to the families of R. Bickel, signal supervisor, Chicago Division, who passed away in December 1966, and R. V. Smith, signal supervisor, St. Louis Division, who died on January 7, 1967. G. F. HAMMOND

S.P.—W.P.

SACRAMENTO, CAL. (179). The regular meeting of Local 179 was held Friday, March 3, and there were 20 members present, which is about half the members in this location.

We have some members from the mountain who drive a long way to attend the meetings and only miss when they are working account of trouble on the signal system, which is quite often during the storms over the Sierra Nevada mountains.

The attendance from the Western Pacific is picking up, so keep up the good work, Brothers, as that is what makes a good Local.

The new Chief Signalman, D. H. Larsen, conducted a nice meeting and endeavored to keep order at all times. Keep up the good work, Dallas.

Brother A. J. Sommers, signal maintainer at Auburn, Cal., on the Southern Pacific, passed away and was buried in Auburn, Friday, March 10. The funeral was attended by employes from the different departments on the S.P. Brother Sommers hired out on the Southern Pacific as a signal helper on November 11, 1940, was promoted to assistant signalman, February 4, 1941 and then to signalman on August 11, 1941. The officers and members of Local 179 extend deepest sympathy to the surviving members of his family. C. G. HODGES

New York Central

ASHTABULA, OHIO (35). At the annual pensioners party of Local 35, Mike Rose was honored as 55 members and 12 pensioners and wives attended the party held at the Danish Club, W. 8th St., Erie, Pa.

Brother Rose is shown above at Banquet held in his honor.

Brother Rose retired August 11, 1966 after working in the Signal Department of the New York Central for nearly 47 years. He worked a considerable time as a gang leader in Foreman Bert Storm's gang and some time in C. J. Muse's gang. At the time of his retirement, he was the Leading Signal Maintainer at "OD" Tower, Ashtabula, Ohio.

He was well liked by all who knew him and will be missed by his fellow workers. J. A. Rozzo

R. B. "Spot" LeBaron To Retire May 1

Effective May 1, 1967, Richard B. "Spot" LeBaron will retire as System General Chairman on the Chicago and North Western Railway, Chicago and Great Western Railway, and the Green Bay and Western Railroad. He will be succeeded by D. L. Foote, 956 Greenview Avenue, Des Plaines, Illinois 60016. Brother Foote's telephone number is VA 4-8219. Brother H. S. Gerth, 1412 Hooker Avenue, Madison, Wisconsin 53704, will succeed Brother Foote as Vice System General Chairman. Brother Gerth's telephone number is CH 9-1888. Brother LeBaron retires after many years of distinguished service to the members he represented on the above railroads and to the members of our Brotherhood in general. He is presently serving as Chairman of the Brotherhood's General Chairmen's Association, a post he filled with dedication. The Journal and all members of Grand Lodge join "Spot's" many friends in wishing him and Mrs. LeBaron many years of good health in which to enjoy retirement.

New Haven

A TESTIMONIAL DINNER WAS held on February 24 for Howard H. Brainard who retired from the position of General Signal Supervisor of the New Haven Railroad on December 12, 1966.

Supervisor Howard started on the New Haven June 23, 1916 as a messenger and transferred to the Signal Department as signal helper April 26, 1920 and came up through the various steps in the Signal Department and was promoted to General Signal Supervisor on November 1, 1961. Howard was a member of Local 7 for a number of years. He received his 50 year pin on June 27, 1966.

Mr. W. Powers, Superintendent of Rules, was toastmaster for the dinner and related Brainerd's work in the Signal Department and said that he had done a very good job and would be missed as he was very cooperative as Supervisor.

A number of men from various areas of the New Haven System attended to pay tribute to Howard on his retirement and wish him and his wife good health and best wishes.

General Chairman W. C. Adams and retired General Chairman W. J. Gallagher also attended the dinner. Howard was very good to work with on union business and replied promptly to all correspondence.

He was presented with a Buxton wallet containing money and his wife was sent flowers. Supervisor Howard thanked all those present and stated he was enjoying his retirement already.

Frank Groves, our new General Signal Supervisor, spoke briefly and extended best wishes to Howard and his wife. Supervisor Groves was a member of Local 5 in Boston and Providence.

The dinner and cocktail hour were enjoyed by all and James Kent of the New Haven Shop and his committee are to be congratulated on the arrangements.

T. F. FEWER

Obituary

Accident Takes Life Of Mrs. Harold Stockdale

An unfortunate accident on March 3 took the life of Marjorie Stockdale, wife of Grand Lodge Representative Harold Stockdale. "Marj," as she was affectionately known by her many friends, was struck by a truck while walking near her Montreal home. She never regained consciousness after the accident.

Delegates to past Brotherhood Con-

ventions will remember Marj as a person of vitality with a ready smile. The esteem in which she was held by those who knew her and Harold was shown by the large number of Union and Railway officials who attended the funeral services which were held at St. Paul's Anglican Church on March 7 where she was an active member. Marj was especially active in promoting the choir at St. Paul's. Interment was at the Montreal Memorial Park.

The officers of Grand Lodge join Brother Stockdale's many friends in extending sincere sympathy to him account of his tragic loss. ED.

John C. Eimers, retired member of Steadfast Lodge 35, New York Central Railroad, passed away recently. He was 68.

Brother Eimers was employed as a signal inspector at Erie, Pa., at the time of his retirement after completing 45 years of faithful service. He has held the jobs of signal maintainer, assistant signal supervisor and signal inspector.

Brother Eimers will be missed by all who knew him as he was ever helpful to anyone working with him. He held the offices of Chief Signalman and Recording and Financial Secretary while a member of Local 35.

He is survived by his wife and two sons to whom the officers and members of Local 35 extend deepest sympathy.

J. A. Rozzo

Vice President C. S. Chandler's Mother Passes

MRS. IDA BELLE CHANDLER, mother of Vice President C. S. Chandler, passed away at the Lourd's Hospital, Paducah, Kentucky, on March 5, after a lingering illness. She was 72.

She was a long-time member of the Kuttawa, Kentucky Methodist Church where funeral services were held on March 7. Interment was at Kuttawa Cemetery. Mrs. Chandler was a member of several organizations, including the Eastern Star.

In addition to Brother Chandler, she is survived by her husband, R. B., who retired from the Illinois Central as a C.T.C. dispatcher after 49 years of railroad service, and one daughter, Mrs. George Little, Benton, Kentucky.

The members of Grand Lodge join the many friends of Brother Chandler in expressing sincere sympathy to him and the other surviving members of the family. ED.

Edward Raatikainen, member of Local 35, New York Central Railroad, passed away July 22, 1966 after a lingering illness.

He had 25 years of loyal service on the New York Central, most of which he worked as a signal gang mechanic and finally as an assistant signal maintainer at Ashtabula, Ohio.

Brother Raatikainen is survived by his mother and the officers and members of Local 35 extend to her their deepest sympathy. J. A. Rozzo

John R. Harper, retired member of Local 18, Pennsylvania Railroad, passed away April 21, 1966. He was 72.

Brother Harper was employed as an Inspector-T&T at Philadelphia at the time of his retirement September 2, 1958 after completing over 46 years of service.

The officers and members of Local 18 express their deepest sympathy to the surviving members of his family.

ED.

Julius F. Defend, retired member of Local 132, Terminal R.R. Association of St. Louis, passed away recently. He was 81 years old.

Brother Defend was battery maintainer at Tower I at the time of his retirement on May 30, 1953. Prior to that he had been a gang foreman. He had completed 42 years of service on the Terminal.

The officers and members of Local 132 extend deepest sympathy to the surviving members of his family.

W. MUELLER

Earl Garrett, member of Local 77, Norfolk & Western Railway, passed away on February 20. He was 59.

Brother Garrett was a foreman in the Construction Dept. and died in Portsmouth, Ohio on his way to work. He had been employed by the N. & W. for 33 years.

The officers and members of Local 77 extend deepest sympathy to his widow and daughter. V. J. SARTINI

Eugene E. Koss, member of Local 132, Terminal R. R. Association of St. Louis, passed away February 20 at the age of 63.

Brother Koss started as a signal helper on the Terminal in June 22, 1925. At the time of his death, Brother Koss was signal maintainer, East Side Blocks.

The officers and members of Local 132 extend deepest sympathy to the surviving members of his family.

W. MUELLER

Claude J. Roberts, retired member of Local 77, Norfolk & Western Railway, passed away on February 23, 1967. He was 66.

Brother Roberts was Leading Signal Maintainer at Randolph Street Tower, Roanoke, Virginia and had retired on August 31, 1966 after 48 years of service.

The officers and members of Local 77 extend deepest sympathy to his widow and daughter. V. J. SARTINI

M. H. Williams, retired member of Local 35, New York Central Railroad-Lines West, passed away September 29, 1966. He was 75.

Brother Williams was employed as a leading signal maintainer at Ashtabula, Ohio at the time of his retirement on December 31, 1958 after completing over 48 years of service.

He was an active member of the Local and at one time held the office of Local Chairman.

The officers and members of Local 35 express their deepest sympathy to the surviving members of his family.

ED.

Charles Dittrich, retired member of Local 112, Pennsylvania Railroad, passed away January 19. He was 71.

Brother Dittrich was employed as a signalman at Uhrichsville, Ohio, at the time of his retirement January 2, 1962, after completing 35 years of service.

The officers and members of Local 112 extend their deepest sympathy to the surviving members of his family.

ED.

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